Agenda Greensboro City Council

REGULAR MEETING

TUESDAY
JULY 20, 2010
5:30 P.M.
COUNCIL CHAMBER

- 1. Invocation
- 2. Pledge of Allegiance to the Flag
- 3. Recognition of Courier
- 4. Council Procedure for Conduct of the Meeting
- 5. Resolution honoring the memory of the late John R. Williams (Council District: 3) (roll call vote) (Attachment #5 to Councilmembers)

CONSENT AGENDA ITEMS (One Vote)

- 6. Ordinance establishing in the amount of \$8,500 State, Federal and Other Grant Fund Budget for the appropriation of the Fiscal Year 2010 Fair Housing Training Program Grant Funds. (Council District: all) (Attachment #6 to Councilmembers)
- 7. Ordinance amending in the amount of \$804,924 State and Federal Grants Fund Budget for Fiscal Year 2010-2011 Greensboro Urban Area Metropolitan Planning Organization (MPO) Activities, (Council District: all) (Attachment #7 to Councilmembers)
- 8. Ordinance amending in the amount of \$400,000 Fiscal Year 2010-2011 General Fund Budget Appropriation for Household Hazardous Waste Fee Revenue. (Council District: all) (Attachment #8 to Councilmembers)

MEMBERS OF COUNCIL

WILLIAM H. KNIGHT, Mayor NANCY VAUGHAN, Mayor Pro Tem ROBBIE PERKINS, At Large DANNY THOMPSON, At Large T. DIANNE BELLAMY-SMALL, District One JIM KEE, District Two ZACK MATHENY, District Three MARY C. RAKESTRAW, District Four TRUDY WADE, District Five

- 9. Resolution approving purchase of X26 Taser; training/duty cartridges and holsters for the requested one hundred sixteen X26 Tasers and any future purchases relating to its operation. (Council District: all) (Attachment #9 to Councilmembers)
- 10. Resolution authorizing Easement Agreement between the City of Greensboro and Duke Energy Carolinas, LLC for the maintenance of electrical equipment at the Gateway Gardens Park. (Council District: 1) (Attachment #10 to Councilmembers)
- 11. Resolution authorizing Supplemental Municipal Agreement between the City of Greensboro and the North Carolina Department of Transportation for street resurfacing improvements to Holden Road; High Point Road to Pinecroft Road; Cone Boulevard; Elm Street to Summit Avenue; Friendly Avenue; Radiance Drive to Elam Avenue; and Smith Street; Battleground Avenue to Eugene Street North Carolina Department Of Transportation (NCDOT) TIP U-5157/Contract 2009-001 2009 American Recovery and Reinvestment Act (ARRA). (Council District: various) (Attachment #11 to Councilmembers)
- 12. Resolution authorizing Supplemental Municipal Agreement between the City of Greensboro and the North Carolina Department of Transportation for construction of roadway and sidewalk improvements to Lake Jeanette Road, North Carolina Department Of Transportation (NCDOT) TIP U-5162/ Contract 2008-74 2009 American Recovery and Reinvestment Act (ARRA). (Council District: 3) (Attachment #12 to Councilmembers)
- 13. Resolution authorizing Supplemental Municipal Agreement between the City of Greensboro and the North Carolina Department of Transportation for construction of roadway and sidewalk improvements to South Elm-Eugene Street, North Carolina Department Of Transportation (NCDOT) TIP U-5163/ Contract 2008-008 2009 American Recovery and Reinvestment Act (ARRA). (Council District: 1) (Attachment #13 to Councilmembers)
- 14. Resolution authorizing City Attorney to institute proceedings to condemn a portion of the property of Ann Turbeville and successors in interest in connection with the East Lee Street Storm Sewer Improvements project (Council District: 2) (Attachment #14 to Councilmembers)
- 15. Resolution listing loans and grants for City Council approval. (Council District: 1&2) (Attachment #15 to Councilmembers)
- 16. Ordinance amending in the amount of \$45,670 State, Federal and Other Grants Fund Budget for the Appropriation of Community Waste Reduction and Recycling Grant Funds. (Council District: n/a) (Attachment #16 to Councilmembers)
- 17. Resolution approving additional grant award for support of the multi-family project located at 109 Greenbriar Road; use of a third position forgivable lien and authorizing the City Manager to execute said loan documentation. (Council District: 3) (Attachment #17 to Councilmembers)
- Ordinance amending in the amount of \$650,000 Stimulus Grants Project Fund Budget for the Neighborhood Stabilization Program Grant. (Council District: 3) (Attachment #18 to Councilmembers)
- 19. Resolution approving use of \$103,605 in Neighborhood Stabilization Program funds for rehabilitation of City owned property located at 404 East Whittington Street and authorizing the City Manager to execute rehabilitation contact. (Council District: Location-2; Interest-1) (Attachment #19 to Councilmembers)

- 20. Resolution authorizing conveyance of property located at 1220 Randolph Avenue from the Redevelopment Commission of Greensboro to the City of Greensboro. (Council District; Location- 2; Interest- 1) (Attachment #20 to Councilmembers)
- 21. Resolution approving use of \$214,750 in Neighborhood Stabilization Program funds for City owned property located at 1220 Randolph Avenue and authorizing the City Manager to execute rehabilitation contract. (Council District: Location- 2; Interest- 1) (Attachment #21 to Councilmembers)
- 22. Resolution approving Development Agreement for the Triad Math and Science Academy Site Improvements between the City of Greensboro and Triad Educational Services, Inc. (Council District: 1) (Attachment #22 to Councilmembers)
- 23. Ordinance amending in the amount of \$19,294 the Street Improvement Bond Fund, Series 2008 for the Creek Ridge Roadway Project. (Council District: 1) (Attachment #23 to Councilmembers)
- 24. Resolution approving administration of \$364,433.73 in Guilford County HOME Program funds for a Development Agreement with Habitat for Humanity of Greater Greensboro for the development of nine single family units in the Village at Northside Subdivision and authorizing the City Manager to execute Development Agreement. (Council District: 2) (Attachment #24 to Councilmembers)
- 25. Ordinance amending in the amount of \$2,294,900 Stimulus Grants Project Fund Budget for US Department of Energy & Efficiency Conservation Block Grant Program. (Council District: All) (Attachment #25 to Councilmembers)
- 26. Ordinance amending in the amount of \$959 HOPE VI Housing and Community Development Fund Budget to appropriate interest generated from Section 108 Loan Guarantee with Housing and Urban Development. (Council District: 1) (Attachment #26 to Councilmembers)
- 27. Resolution authorizing Municipal Agreement between the City of Greensboro and the North Carolina Department of Transportation for street resurfacing improvements to Holden Road: High Point Road to Pinecroft Road; Florida Street: Holden Road to Coliseum Boulevard; Bessemer Avenue: US 29 to English Street; Meadowview Road: Randleman Road to Freeman Mill Road; Meadowview Road: High Point Road to Holden Road; Cone Boulevard; Elm Street to Battleground Avenue; Yanceyville Street: Bessemer Avenue to Cone Boulevard North Carolina Department Of Transportation (NCDOT) EL-5157 D. (Council District: various) (Attachment #27 to Councilmembers)
- 28. Ordinance establishing in the amount of \$4,125,000 the budget for Project U-5157 D: Street Resurfacing Project. (Council District: various) (Attachment #28 to Councilmembers)
- 29. Resolution authorizing Municipal Agreement between the City of Greensboro and the North Carolina Department of Transportation for general sidewalk improvements to various locations throughout the City North Carolina Department Of Transportation (NCDOT) EL-5101 DE. (Council District: various) (Attachment #29 to Councilmembers)
- 30. Ordinance establishing in the amount of \$738,286 the budget for Project EL 5101 DE: Sidewalk Improvement Project. (Council District: various) (Attachment #30 to Councilmembers)

- 31. Resolution authorizing Municipal Agreement between the City of Greensboro and the North Carolina Department of Transportation for intersection and sidewalk improvements to various locations throughout the City North Carolina Department of Transportation (NCDOT) EL-5101 DF. (Council District: various) (Attachment #31 to Councilmembers)
- 32. Ordinance establishing in the amount of \$1,095,846 the budget for Project EL-5101 DF: Intersection and Sidewalk Improvement Project. (Council District: various) (Attachment #32 to Councilmembers)
- 33. Resolution authorizing Municipal Agreement between the City of Greensboro and the North Carolina Department of Transportation for general sidewalk improvements to both sides of Florida Street between Ashe Street and Willow Road where none exist and the east side of Randleman Road from Creekridge Road to Shoffner Road North Carolina Department of Transportation (NCDOT) EL-5101 DG. (Council District: various) (Attachment #33 to Councilmembers)
- 34. Ordinance establishing in the amount of \$1,786,430 the budget for Project EL-5101 DG: General Sidewalk Improvement Project. (Council District: various) (Attachment #34 to Councilmembers)
- 35. Resolution authorizing Municipal Agreement between the City of Greensboro and the North Carolina Department of Transportation for Sidewalk Repair and Reconstruction throughout the City North Carolina Department of Transportation (NCDOT) EL-5101 DH. (Council District: various) (Attachment #35 to Councilmembers)
- 36. Ordinance establishing in the amount of \$750,000 the budget for Project EL-5101 DH: Sidewalk Repair and Reconstruction Project. (Council District: various) (Attachment # 36 to Councilmembers)
- 37. Resolution authorizing Municipal Agreement between the City of Greensboro and the North Carolina Department of Transportation for resurfacing of existing greenways throughout the City North Carolina Department of Transportation (NCDOT) EL-5101 DI. (Council District: 3) (Attachment #37 to Councilmembers)
- 38. Ordinance establishing in the amount of \$237,500 the budget for Project EL 5101 DI: Greenway Resurfacing Project. (Council District: 3) (Attachment #38 to Councilmembers)
- 39. Resolution authorizing Municipal Agreement between the City of Greensboro and the North Carolina Department of Transportation for the Downtown Greenway Phase II Project Design and Environmental Document North Carolina Department of Transportation (NCDOT) EL-5101 DJ. (Council District: 1&2) (Attachment #39 to Councilmembers)
- 40. Ordinance establishing in the amount of \$487,000 the budget for Project EL-5101 DJ: Downtown Greenway Phase II Project. (Council District: 1&2) (Attachment #40 to Councilmembers)
- 41. Resolution approving bid in the amount of \$486,844.25 and authorizing Contract No. 2010-004 with APAC Atlantic, Inc. for the Tankersley Drive/Church Street Intersection Improvement project. (Council District: 3) (Attachment #41 to Councilmembers)
- 42. Resolution authorizing conveyance of property located at Freeman Mill Road right-of-way terminus of Houston Street from the City of Greensboro to Greensboro Properties I, LLC. (Council District: 3) (Attachment #42 to Councilmembers)

- 43. Motion to approve budget adjustments for May 1, 2010 through June 30, 2010. (Council District: n/a) (Attachment #43 to Councilmembers)
- 44. Motion to approve the minutes from the Regular meeting of June 15, 2010 and the Special meeting of June 22, 2010.

PUBLIC HEARING ITEMS:

- 45. Ordinance rezoning from RS-9 (Residential Single Family) to CD-LB (Conditional District-Limited Business) for property located at 3500, 3502 and 3504 North Church Street, generally described as the northeast corner of the intersection of North Church Street and Denny Road. (Council District: 2) (roll call vote) (Attachment #45 (PL (Z) 10-06) to Councilmembers) THIS ITEM WAS CONTINUED WITHOUT FURTHER ADVERTISING FROM THE MAY 18TH MEETING OF COUNCIL.
- 46. Ordinance annexing territory to the corporate limits located at 3909 Riverdale Road 5.9 acres. (Council District: adjoins 1) (roll call vote) (Attachment #46 (PL (P) 09-11) to Councilmembers.
- 47. Ordinance establishing original zoning from County HI (Heavy Industrial) to City HI (Heavy Industrial) for 3909 Riverdale Road, generally described as east of Riverdale Road, west of Pleasant Garden Road and south of Wiley Lewis Road. (Council District: adjoins 1) (roll call vote) (Attachment #47 (PL (Z) 10-03) to Councilmembers)
- 48. Resolution closing portions of several unnamed alleys; portions of several unnamed alleys: being Lilly Street and Jackson Street located along the south side of Spring Garden Street; a fifteen-foot wide alley adjoining Jackson Street on the west then turning north to Spring Garden Street; and another five-foot wide alley adjoining Jackson Street on the east, turning north into the Newman Machinery property. (Council District: 3) (Attachment #48 (PL (P) 10-08) to Councilmembers)
- 49. Resolution closing a ten-foot-wide unnamed alley located 144 feet north of Gorrell Street running eastward from King Street a distance of approximately 114 feet. (Council District: 2) (Attachment #49 (PL (P) 10-10) to Councilmembers)
- 50. Ordinance changing the name of street western portion of Huntmaster Trail to Lakeshore Court. (Council District: 5) (roll call vote) (Attachment # 50 (PL (P) 10-07) to Councilmembers) (LAND DEVELOPMENT ORDINANCE REQUIRES A PUBLIC HEARING FOR STREET NAME CHANGE - NEWSPAPER ADVERTISMENT IS NOT REQUIRED)

BUSINESS ITEMS:

- 51. Resolution approving bid in the amount of \$1,117,595.74 and authorizing Contract No. 2009-065 with Triangle Grading & Paving, Inc. for the Southeast School Road Water Line Extension Construction Project. (Council District: n/a) (roll call vote) (Attachment #51 to Councilmembers) THIS ITEM WAS CONTINUED FROM THE JUNE 22, 2010 SPECIAL MEETING OF COUNCIL.
- 52. Resolution approving bid in the amount of \$1,464,464.45 and authorizing Contract No. 2010-030 with Heitkamp, Inc. for the Waterline Rehabilitation Project L project. (Council District: all) (roll call vote) (Attachment #52 to Councilmembers)

- 53. Resolution approving bid in the amount of \$1,499,000 and authorizing Contract No. 2009-066 with State Utility Contractors, Inc. for the Clifton Road Water Booster Station. (Council District: 4) (roll call vote) (Attachment #53 to Councilmembers)
- 54. Resolution endorsing the application for a TIGER II Grant for the Downtown Greenway Project. (Council District: 1, 2, 3) (roll call vote) (Attachment #54 to Councilmembers)
- 55. Ordinance amending in the amount of \$1,227,775 the War Memorial Coliseum Capital Improvement Fund for the VIP Reception Room Project. (Council District: all) (roll call vote) (Attachment #55 to Councilmembers)
- 56. Resolution approving bid in the amount of \$1,227,775 and authorizing Contract No. 2010-074 with RP Murray for the Coliseum VIP Building Construction Project. (Council District: all) (roll call vote) (Attachment #56 to Councilmembers)
- 57. Resolution approving the Greensboro Urban Area Metropolitan Planning Organization Memorandum of Understanding and authorizing appointment of an additional Councilmember to the Metropolitan Planning Organizations Transportation Advisory Committee. (Council District: n/a) (Attachment #57 to Councilmembers)
- 58. Addendum

PUBLIC COMMENT PERIOD:

59. Citizen public comment period. (Each speaker will be allowed a maximum of three (3) minutes on non-agenda items and cannot cede their time to another speaker. Speakers from the floor will be limited to a maximum of thirty (30) minutes.)

OTHER BUSINESS:

- 60. Matters to be discussed by the Mayor and Members of the Council (if time permits)
 -Boards and Commissions Appointments
- 61. Matters to be presented by the City Manager (if time permits)

Attachments for Council's Information:

1. Report of Disbursements of 11 June 2010 and 30 June 2010.

INFORMATION FOR THE PUBLIC

- For safety purposes, all packages, handbags and briefcases will be visually inspected by security prior to individuals entering the Council Chambers.
- At hearings involving rezoning applications, proponents and opponents shall be provided a total of twenty (20) minutes notwithstanding the number of persons desiring to be heard. Proponents shall be heard first followed by comments from opponents. Each side may speak a total of five (5) minutes rebuttal.
- Speakers who wish to speak to other agenda items will be allowed a maximum of five (5) minutes.
- A closed session may be held at this meeting.
- The Council will consider all public hearing and business items listed on the agenda. If the meeting continues to 11:00 p.m., Council will adjourn the meeting after all agenda items have been considered; speakers from the floor and Council comments at the end of the meeting will not be heard. Council reserves the right to change the conduct of the meeting.
- Prior to the date of the meeting, contact Channel 13 at 333-6922 if you have electronic presentations.
- Any individual with a disability who needs an interpreter or other auxiliary aids or services for this meeting may contact the City Clerk's Office at 373-2397 or 333-6930 (TDD).
- Citizens attending public meetings of the Greensboro City Council will be provided free parking after 5:00 p.m. in the public lot located at Washington/Eugene Streets, Governmental Center, Greensboro, NC.
- The next regular City Council meeting will be held on Monday, August 2, 2010 at 5:30 p.m. in the Council Chamber of the Melvin Municipal Office Building.



City of Greensboro City Council

Agenda Item

Department:	Councilmember Matheny	Meeting Date: July 20, 2010
Contact 1:	Councilmember Matheny	Public Hearing:
Phone:		Advertising Date/ Advertised By:
Contact 2:		Council District: 3
Phone:		Authorized Signature:

PURPOSE: Councilmember Bellamy-Small has requested that a resolution be prepared honoring the memory of the late John R. Williams.

RECOMMENDATION/ACTION REQUESTED: The City Council is requested to adopt a resolution honoring the memory of the late John R. Williams.

RESOLUTION HONORING THE MEMORY OF THE LATE JOHN R. WILLIAMS

WHEREAS, on April 16, 2010, this community lost one of its outstanding community leaders with the death of the late John R. Williams at the age of 82;

WHEREAS, Williams, a native of Salisbury, North Carolina; grew up in Landis and played football for both the University of North Carolina at Chapel Hill and Catawba College;

WHEREAS, after serving in the United States Army in Korea from 1946 to 1947, Williams received a B.S. degree in Commerce in 1949 from UNC Chapel Hill and a B.S. degree in Textile Management from North Carolina State Textile School and was also a graduate of the UNC Chapel Hill Executive program;

WHEREAS, during his tenure with Burlington Industries from 1952 to 1983, he served in the following capacities: Plant Manager, Group Manager; Vice President of Burlington Yarn Division; Vice President of Burlington Mooresville Mills Division; Vice President of Burlington Domestics Division; Vice President of Burlington Drapery Division; and Executive Vice President of Burlington Furniture Division;

WHEREAS, upon retirement from Burlington Industries, Williams owned and operated a Management Recruiters office in High Point;

WHEREAS, as a member of First Presbyterian Church, Williams was Ordained as an Elder in 1997; head of the Property Committee and a member of the Young Men's Bible Class;

WHEREAS, civic activities included membership in the Kiwanis Club of Greensboro and a member of the Brown Gardner coffee group;

WHEREAS, the City Council wishes to express its sense of loss and its sincere appreciation and gratitude for the many years of dedicated public service rendered by John R. Williams the outstanding contributions he has made to the community, and the legacy he leaves.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

- 1. That the City Council hereby expresses, on behalf of the citizens of Greensboro, a deep sense of loss and a feeling of respect and gratitude for the life of John R. Williams.
- 2. That a copy of this resolution shall be delivered to the family of the late John R. Williams as a symbol of the gratitude of the people of Greensboro for his many contributions to this community.



City of Greensboro City Council

Agenda Item

TITLE: Ordinance Appropriating Human Relations Commission Program Grant Funds		
Department:	Human Relations	Meeting Date: July 20, 2010
Contact 1:	Marion Davis	Public Hearing: N/A
Phone:	373-2038	Advertising Date / N/A Advertised By:
Contact 2:	Anthony Wade	Council District: City-wide
Phone:	373-2038	Authorized Signature:
Attachments:	Attachment A: Ordinance establishing the State, Federal and Other Grants Fund Budget from HUD for the Appropriation of Fair Housing Assistance Program Grant Funds	

PURPOSE:

The purpose of this ordinance is to appropriate grant funds from HUD in the amount of \$8,500 to fund staff attendance at the FHEO National Policy Conference. A budget amendment needs to be approved by the City Council to permit the expenditure of funds.

BACKGROUND:

The Human Relations Department received FY 2010 Grant Funds from FHAP grant number FF204K104013 in the amount of \$8,500. These funds support training expenditures related to delivery of the FHAP by the City's Human Relations Department.

BUDGET IMPACT:

This grant will not require any additional City funding.

RECOMMENDATION / ACTION REQUESTED:

It is recommended that the City Council adopt the attached budget ordinance establishing Fair Housing Training Program grant funding in the amount of \$8,500 for training related to operation of the Fair Housing Program.

Agenda Item: 🔎

Attachment A

ORDINANCE ESTABLISHING STATE, FEDERAL AND OTHER GRANT FUND BUDGET FOR THE APPROPRIATION OF THE FY 2010 FAIR HOUSING TRAINING PROGRAM GRANT FUNDS

Section 1

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the State, Federal and Other Grants Fund Budget of the City of Greensboro is hereby established as follows:

That the appropriation to the State, Federal and Other Grants Fund be increased as follows:

	TOTAL:	\$8 5 00
220-0302-01.5520	Training	\$ <u>8,500</u>
Account	<u>Description</u>	<u>Amount</u>

And, that this increase be financed by increasing the following State, Federal and Other Grants Funds accounts:

	TOTAL:	\$8,500
220-0302-01.7100	Federal Grant	\$ <u>8,500</u>
Account	<u>Description</u>	<u>Amount</u>

Section 2

And, that this ordinance should become effective upon adoption.



City of Greensboro City Council Agenda Item

Department:	Transportation	Meeting Date:	July 20, 2010
Contact 1:	Adam Fischer	Public Hearing:	N/A
Phone:	373-2861	Advertising Date / Advertised By:	N/A
Contact 2:	Tyler Meyer	Council District:	Citywids
Phone:	373-2254	Authorized Signatu	ire:
Attachments:	Attachment A: Budget Ordinance Attachment B: MPO Adoption Resolution Attachment C: MPO Amended Work Program		

PURPOSE:

The North Carolina Department of Transportation has awarded the City the FY 2010-2011 Federal Transportation Planning Grant Funds on behalf of the Greensboro Urban Area Metropolitan Planning Organization. A budget amendment needs to be approved by City Council to permit the expenditure of funds.

BACKGROUND:

As the lead transportation planning agency for the Greensboro Urban Area Metropolitan Planning Organization (MPO), the City of Greensboro receives annual Federal Planning Grant funds (Section 104(f)PL). These funds are administered by the North Carolina Department of Transportation (NCDOT) and are used to fund transportation planning related activities, which support the MPO's Unified Planning Work Program. The MPO Transportation Advisory Committee adopted the FY 2010-2011 Unified Planning Work Program on May 26, 2010.

For FY 2010-2011, the City has received notification from the NCDOT that \$635,939 is available to cover 80% of the transportation planning expenses. Since this is a grant program, a \$158,985 local (in-kind services) match is required to leverage these funds. The City may also receive funds from other local governments up to \$10,000 to support studies conducted by the MPO. Therefore up to \$804,924 is available for transportation planning in FY 2010-2011.

BUDGET IMPACT:

The amendment adds \$635,939 in federal grant funds, \$158,985 in local (in-kind services) match and up to \$10,000 from other local governments for a total of \$804,924 to 220-4584-01 in FY 2010-2011 to cover transportation planning related expenses.

The proposed budget includes \$145,003 in personnel & benefits, \$649,921 in maintenance/operations, and \$10,000 in capital equipment expenses.

RECOMMENDATION / ACTION REQUESTED:

It is recommended that the City Council adopt the attached budget ordinance establishing funding in the amount of \$804,924 for the Transportation Planning Grant for FY 10-11.

A a control to
Agenda Item:

Attachment A

ORDINANCE AMENDING STATE AND FEDERAL GRANTS FUND BUDGET FOR FY 2010-2011 GREENSBORO URBAN AREA METROPOLITAN PLANNING ORGANIZATION (MPO) ACTIVITIES)

Section 1:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO

That the State and Federal Grant Fund Budget of the City of Greensboro is hereby amended as follows:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	AMOUNT
220-4584-01.4110	Salaries and Wages	50,000
220-4584-01.4140	Roster Wages	35,000
220-4584-01.4410	Longevity	2,339
220-4584-01.4510	FICA Contribution	9,567
220-4584-01.4520	Retirement Contribution	4,200
220-4584-01.4610	Health Coverage-Active	6,089
220-4584-01.4650	Dental Coverage- Active	671
220-4584-01.4710	Life Insurance-Active	468
220-4584-01.5211	Postage	1,000
220-4584-01.5212	Computer Software	10,000
220-4584-01.5213	Office Supplies	500
220-4584-01.5221	Advertising	3,000
220-4584-01.5222	Professional Organizational Dues	2,000
220-4584-01.5223	Subscriptions	500
220-4584-01.5224	Outside Printing	2,000
220-4584-01.5235	Small Tools & Equipment	500
220-4584-01.5239	Miscellaneous Supplies	1,000
220-4584-01.5254	Rental Equipment	500
220-4584-01.5261	Books	500
220-4584-01.5413	Consultant Services	494,105
220-4584-01.5431	In-House Printing	3,500
220-4584-01.5510	Business & Meeting Expenses	3,500
220-4584-01.5520	Seminar/Training Expense	5,000
220-4584-01.5928	In-Kind Services	158,985
220-4584-01.6059	Other Capital Equipment	<u>10,000</u>
Total		\$804,924

And that this increase be financed by increasing the following State and Federal Grants Fund Accounts:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
220-4584-01.7110	State Grant	635,939
220-4584-01.7170	Local Government Grant	10,000
220-4584-01.8695	Local In-Kind Services	158,985

\$804,924

Section 2:

Total

And, that this ordinance should become effective upon adoption.

Attachment B

RESOLUTION APPROVING THE FY 2010-2011 UNIFIED PLANNING WORK PROGRAM FOR THE GREENSBORO URBAN AREA

A motion was made by TAC Member William Knight and seconded by TAC Member Mike Fox for the adoption of the following resolution, which upon being put to a vote was duly adopted.
WHEREAS , a comprehensive and continuing transportation planning program must be carried out cooperatively in order to ensure that funds for transportation projects are effectively allocated to the Greensboro Urban Area Metropolitan Planning Organization; AND
WHEREAS , the Greensboro Urban Area Metropolitan Planning Organization has been designated as the recipient of Federal Transit Administration Metropolitan Planning Program funds; AND
WHEREAS , members of the Greensboro Urban Area Transportation Advisory Committee agree that the Planning Work Program will effectively advance transportation planning for Fiscal Year 2010-2011;
NOW THEREFORE be it resolved that the Greensboro Urban Area Transportation Advisory Committee hereby endorses the Fiscal Year 2010-2011 Unified Planning Work Program for the Greensboro Urban Area on this, the 22nd day of April, 2009.

do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Greensboro Urban Area TAC duly held on this, the 22nd day of April, 2010.
(Robert con
Chair, Transportation Advisory Committee **********************************
Deidu & Mitchell
Notary Public
My commission expires

Attachment C

RESOLUTION AMENDING THE GREENSBORO URBAN AREA METROPOLITAN PLANNING ORGANIZATION'S FY 2010-2011 UNIFIED PLANNING WORK PRGRAM

A motion was made by TAC Member <u>Dianne Bellamy-Small</u> and seconded by TAC Member <u>Michael Fox</u> for the adoption of the following resolution, which upon being put to a vote was duly adopted.

WHEREAS, a comprehensive and continuing transportation planning program must be carried out cooperatively in order to ensure that funds for transportation projects are effectively allocated to the Greensboro Urban Area Metropolitan Planning Organization; AND

WHEREAS, the Greensboro Urban Area Metropolitan Planning Organization has been designated as the recipient of Federal Highway Administration Section 104 (f) PL funds; AND

WHEREAS, funding made available by the Hiring Incentives to Restore Employment Act, 2010, as signed by President Obama, has increased the allocation of Section 104 PL funds to the full amount needed for the fiscal year; AND

WHEREAS, members of the Greensboro Urban Area Transportation Advisory Committee agree that the amended funding will advance the transportation planning for Fiscal Year 2010-2011;

NOW, THEREFORE, be it resolved that the Greensboro Urban Area Transportation Advisory Committee endorses the Amended Fiscal Year 2010-2011 Unified Planning Work Program for the Greensboro Urban Area Metropolitan Planning

Attachment C

	**********	**************************************
I, Robbie Perkins	TAC Chair (Title of Cortifying Official)	
(Name of Certifying Official)	(Title of Certifying Official)	
do hereby certify that the above is a tre Greensboro Urban Area TAC duly he	ue and correct copy of an excerpt fro ld on this, the 26th day of May, 2010.	m the minutes of a meeting of the
	Callei Pada	
*************************************		tation Advisory Committee
Subscribed and sworn to me on this, the	he 26th day of May, 2010.	
DEIDRE E. MITCHELL NOTARY PUBLIC GUILFORD COUNTY, NO		u G. U.Sch. (1) Totary Public
My Commission Expires 2-17-2013		
My commission expires 2-17-201	<u>3</u>	



City of Greensboro

City Council

Agenda Item

TITLE: Ordinance to correct revenue appropriation for Household Hazardous Waste		
Department:	Budget & Evaluation	Meeting Date: 7/20/10
Contact 1:	Larry M. Davis	Public Hearing: N/A
Phone:	373.2582	Advertising Date / N/A Advertised By:
Contact 2:	Joan A. Blackburn	Council District: Citywide
Phone: 373.2710 Authorized Signature:		Authorized Signature: Jan Sai
Attachments:	The Colling to the Doyonto Doyonto	

PURPOSE:

The General Fund revenue estimate needs to be corrected with respect to Household Hazardous Waste fees to reflect actual revenue expectations. This ordinance does not change any expenditure appropriation in the General Fund budget as it will be offset by two revenue appropriation increases. A budget ordinance needs to adopted by Council to properly reflect FY 10-11 revenue estimates for Household Hazardous Waste fees.

BACKGROUND:

On July 15, Council took action to extend the moratorium on the Household Hazardous Waste fee as part of the budget adoption. The fee remains rescinded through June 30, 2011; however, estimated annual revenue of \$400,000 was mistakenly included in the General Fund revenue estimates.

BUDGET IMPACT:

The revenue appropriation impact is offset by two revenue appropriation increases. The State has notified the City that the FY 10-11 Hold Harmless payment (reimbursement for revenues withheld beginning in 2003) will be \$210,315 greater than the budgeted amount of \$1,200,000; therefore, the appropriation can be increased. An increase in appropriated fund balance is used to complete the offset. The net General Fund appropriation is unchanged. This ordinance does not affect in any way Council's decision to rescind the Household Hazardous Waste fee for FY 10-11.

RECOMMENDATION / ACTION REQUESTED:

It is recommended that Council adopt the attached correcting ordinance in the amount of \$400,000 to properly reflect revenue estimates for Household Hazardous Waste fees.

Agen	da Iten	n:_ <u>8</u>				

ORDINANCE AMENDING FY 10-11 GENERAL FUND BUDGET APPROPRIATION FOR HOUSEHOLD HAZARDOUS WASTE FEE REVENUE

Section 1

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the FY 10-11 General Fund Budget of the City of Greensboro is hereby amended as follows:

That the appropriation to the General Fund be decreased as follows:

Account 101-6505-02.7461	Description Household Hazardous Waste Fees	<u>Amount</u> - <u>\$400,000</u>
TOTAL:		- \$400,000

And, that the following General Fund revenue appropriations increase:

Account 101-0000-00,7144	<u>Description</u> State Tax Hold Harmless Payment	<u>Amount</u> \$210,315
101-0000-00.8900	Appropriated Fund Balance	\$189,685
TOTAL:		\$400,000

Section 2:

And, that this ordinance should become effective upon adoption.



City of Greensboro City Council

Agenda Item

TITLE: Sole Source Purchase of the X26 Taser for Subject Control					
Department:	Police	Meeting Date: 7/20/10			
Contact 1:	B. A. Cheek	Public Hearing: No			
Phone:	373-7329	Advertising Date / N/A Advertised By:			
Contact 2:	K. M. Moore	Council District: Citywide			
Phone:	373-2352	Authorized Signature:			
Attachments:	None				

PURPOSE:

The Greensboro Police Department wishes to sole source the purchase of the X26 Taser manufactured by Taser International for the purpose of standardization and compatibility of the Tasers and cartridges, relating to current and future procurement. City Council approval is required to sole source a purchase for the purposes of standardization and compatibility under State Public Contracting Statues.

BACKGROUND:

The Greensboro Police Department continues to research new ways to protect the public, suspects and its officers. The Police Department has been testing the X26 Taser and has been satisfied with its performance. The department will have approximately 406 Tasers in the field which includes the purchase of 116 currently listed to be ordered. The X26 Taser is only manufactured by Taser International and is patented with only one approved sale site per region. Members of the department have been trained and are certified to train other officers in the use of the X26 Taser. In order to have standardized training and equipment throughout the department, a sole source purchase is requested for all current and future purchases of the X26 Taser.

The X26 Taser comes with an on-board memory chip which records the activities of the unit. This feature protects the officer and the city in misuse of force claims. The software to download this information is already in place within the department and no additional equipment would be needed to place these units into service.

BUDGET IMPACT:

The department requests to utilize the unencumbered funds, in the amount of \$28,979.01 in account # 220-3560-01, to purchase X26 Tasers, training/duty cartridges and holsters. A grant account # 220-3560-01 was originally established to house \$175,000, approved by Council on October 21, 2008 (Ordinance #263-08). A sole source purchase request relating to the \$175,000 was approved by Council on November 18, 2008 (ordinance #263-08). A sole source purchase request and additional funds in the amount of \$150,000 were approved by Council on June 2, 2009 (Ordinance #149-09). An additional 116 X26 Tasers are ready to be ordered upon approval of this request.

RECOMMENDATION / ACTION REQUESTED:

The Greensboro Police Department recommends that City Council approve the sole source purchase of the X26 Taser, training/duty cartridges and holsters for the requested 116 X26 Tasers and any future purchases of this product and any accessories that may be needed relating to its operation.

A manda Itama
Agenda Item: /



City of Greensboro City Council Agenda Item

TITLE: Gate	way Gardens: Duke Energy Ease	ement
Department:	Parks and Recreation	Meeting Date: July 20, 2010
Contact 1:	Greg Jackson	Public Hearing: NA
Phone:	373-2552	Advertising Date/ Advertised By: NA
Contact 2:	Ted Partrick – Engineering	Council District: 1
Phone:	373-2308	Authorized Signature:
Attachments:	NΛ	

PURPOSE: Council approval is required to grant an easement for the installation of electrical service equipment by Duke Energy for the Gateway Gardens project.

BACKGROUND: The Gateway Gardens park buildings and irrigation system require electrical service. Due to the location of the buildings and the size of the electrical service, Duke Energy must install a transformer and underground primary service lines on City property. To allow for operation and maintenance of their equipment and service lines, an easement is required for Duke Energy access.

BUDGET IMPACT: There is no revenue or expense involved.

RECOMMENDATION / ACTION REQUESTED: Approve granting an easement to Duke Energy Carolinas, LLC, for the maintenance of electrical equipment at the Gateway Gardens park.

Agenda Item: 10	·)		

WR No. 1792/35 Resp. 53/3 Project CIPINC Drawn By: TODD Loman Project Description: Under Ground Primary For Greensboro GateWay Gardens	Return Address: Duke Energy Corporation Attn: Digne Lowe 2500 Fair Fax Rd Greensboro NC 27407
STATE OF NORTH CAROLINA COUNTY OF Ga: Iford	RIGHT OF WAY AGREEMENT
KNOW ALL MEN BY THESE PRESENTS, That	on of the sum of One Dollar (\$1.00) and other good and valuable PORATION, and its successors and assigns, subsidiaries and ge and easement to go in and upon that certain land of Grantor
and over and across said premises within a right-of-way strip (chec	k applicable);
having a width of fect on each side of a centerline detect to construct, maintain and operate with poles, crossarms, wires, appliances, overhead lines for the purpose of transporting electric regulated telephone utilities. The following rights are also grante perform maintenance and repairs, and to make alterations and additionany time in the future, trees, structures or other obstructions that mand trees of any species that Grantee determines will grow at matter operation of said lines; to trim or remove and to keep trimmed or rethe right-of-way strip which, in the opinion of the Grantee, might-of-way strip which, in the install guy wires and a	city and for the communications purposes of the Grantee and ed to Grantee: to enter said premises to inspect said lines, to itions thereto, to remove from the right-of-way strip, now or at ay endanger the proper maintenance and operation of said lines urity to a height that will endanger the proper maintenance and emove dead, diseased, weak or leaning trees or limbs outside of the interfere with or fall upon the electric or communications
having a width of 10 feet on each side of a centerline detect to construct, maintain and operate underground lines and conduits below ground, to include transformers and service connection communications purposes of Grantee and its licensees. The follow inspect said lines, to perform maintenance and repairs, and to make the right-of-way strip and to keep it clear of trees, structures or oth strip within ten feet of the service door of any transformer or cab within ten feet of said door clear of trees, structures or other of accordance with the provisions of Grantee's Underground Distribut copy of which is acknowledged by Grantor.	s with other apparatus and appliances, either above ground or as, for the purpose of transporting electricity and for the ring rights are also granted to Grantee: to enter said premises to e alterations and additions thereto; and to clear the land within her obstructions; and to clear that land outside the right-of-way finet located within the right-of-way strip and to keep the area bstructions. All underground facilities are to be installed in
This right-of-way is given to permit the construction of facilitie extensions of presently constructed facilities are not permitted by relocate its facilities and right-of-way strip over the premises to construct the premise that the premise the premise that the premise tha	this agreement. The foregoing notwithstanding, Grantee may

improvement.

IN WITNESS WHEREOF, this instrument is exe	cuted on this	day of,
	GRANTOR	
	CITY OF	
	Ву:	
STATE OF NORTH CAROLINA		
COUNTY OF		
I,		, a Notary Public for said County and State, certify that
		personally came before me this day and acknowledged
that he/she is of the City of	Re-	, and that by authority duly
given and as the act of the City, the foregoing instru	ıment was signed	l in its name by its
Witness my hand and official seal, this	day of	
My Commission Expires	· ·	
		Notary Public
METER SECTION AND AN ART HE SECTION OF THE SECTION OF T		
		and the second s
		\
		Affix (Notary or Corporation) Seal
	•	Anna (Notacy of Corporation) Scal
The foregoing certificate(s) of		
		is/are certified to be correct.
This day of	, A.D.,	The state of the s
CLERK OF COU	JRT FOR	COUNTY
Ву		Deputy/Assistant-Clerk of Court.



City of Greensboro City Council Agenda Item

Department:	Field Operations	Meeting Date:	July 20, 2010
Contact 1:	Dale Wyrick	Public Hearing:	NA
Phone:	373-2783	Advertising Date/Advertised By:	NA
Contact 2:	Mike Mabe	Council Districts:	Various
Phone:	373-4987	Authorized Signature:	

PURPOSE

Approve execution of a Supplemental Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for resurfacing of streets in Greensboro (NCDOT TIP Number U-5157 / City Contract Number 2009-001).

BACKGROUND

In July 2009 the City of Greensboro entered into a Municipal Agreement for Federal Stimulus Funding in the amount of \$1,500,000 for resurfacing streets in Greensboro. In November 2009 the City Council awarded the project for the bid amount of \$1,305,991. NCDOT will reimburse the City for up to \$1,501,890 for construction costs.

The Resurfacing Project consists of 4.6 miles of roadway resurfacing along Holden Road: High Point Road to Pinecroft Road; Cone Boulevard: Elm Street to Summit Avenue; Friendly Avenue: Radiance Drive to Elam Avenue; and Smith Street: Battleground Avenue to Eugene Street.

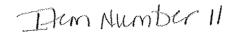
The attached Supplemental Municipal Agreement extends the completion date for the project to December 31, 2010.

BUDGET IMPACT

The Supplemental Agreement has no impact on the existing budget of not to exceed \$1,501,890 in Federal Stimulus STP DA grant funds established under account 221-4301-01.

RECOMMENDATION/ACTION REQUESTED

The Field Operations Department recommends and requests that City Council approve the attached resolution authorizing the City Manager to execute the supplemental municipal agreement.



A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, NORTH CAROLINA

A motion was made by and seconded by for the adfollowing Resolution, and upon being put to a vote was duly adopted: WHEREAS, the Greensboro Urban Area Metropolitan Planning Organization in its efformplement expenditure of Federal Stimulus Funds for transportation needs in the Greensboro are funding to the City of Greensboro for resurfacing of roadways in Greensboro that are federally continuous process.	ort to support and ea has directed federal
implement expenditure of Federal Stimulus Funds for transportation needs in the Greensboro are	ea has directed federal
WHEREAS, the City of Greensboro and the North Carolina Department of Transportation Supplemental Municipal Agreement in order to receive a total not to exceed value of \$1,501,889 and,	
WHEREAS, the City of Greensboro and the North Carolina Department of Transportation Supplemental Municipal Agreement that extends the completion date of the said project until Department of Transportation of	
NOW, THEREFORE, BE IT RESOLVED that said project is hereby formally approved the City of Greensboro and that the City Manager and Clerk of this Municipality are hereby empexecute the agreement with the North Carolina Department of Transportation for Project U-5157 Resurfacing Project-ARRA	owered to sign and
I,, Clerk of the City of Greensboro, do hereby certify	that the foregoing is a
true and correct copy of excerpts from the Minutes of the meeting of the City Council duly held	on the
WITNESS, my hand and the official seal of said Municipality on this theday of	of
(SEAL)	
CLERK CITY OF CREENISPORO	
CITY OF GREENSBORO NORTH CAROLINA	

NORTH CAROLINA

SUPPLEMENTAL AGREEMENT

GUILFORD COUNTY

DATE: 6/18/2010

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

TIP #: U-5157 C

WBS ELEMENTS: PE

R0W _____

CITY OF GREENSBORO CON 45183.3.ST1

OTHER FUNDING:

FEDERAL-AID #: STM-000S(567)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of Greensboro, hereinafter referred to as the "Municipality";

WITNESSETH:

WHEREAS, the Department and the Municipality, on 8/11/2009, entered into a certain Locally Administered Project Agreement for the original scope: resurfacing the following roadways: Holden Road from High Point Road to Pinecroft Road (1.8 miles); Cone Boulevard from Elm Street to Summitt Avenue (1.5 miles); Friendly Avenue from Radiance Drive to Elam Avenue (0.7 mile) and Smith Street from Battleground Avenue to Eugene Street (0.6 mile) in Greensboro; and,

WHEREAS, the Department and the Municipality, on 1/4/2010, entered into a Supplemental Agreement to increase the funding for the Project; and,

WHEREAS, the Department and the Municipality, on 4/21/2010, entered into a Supplemental Agreement to amend the scope of work; and,

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

RESPONSIBILITIES

5. TIME FRAME

The Municipality shall complete the Project by 12/1/2010.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

Except as hereinabove provided, the Agreement heretofore executed by the Department, and the Municipality on the 8/11/2009, 1/4/2010 and 4/21/2010 is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:	CITY OF GREENSBORO
BY:	BY:
DATE:	TITLE:
	DATE:
from anyone with a contract with the S execution of any response in this production	4 prohibit the offer to, or acceptance by, any State Employee of any gift State, or from any person seeking to do business with the State. By curement, you attest, for your entire organization and its employees or such gift has been offered, accepted, or promised by any employees
Approved by	(Governing Board) of the City of Greensboro as attested
to by the signature of	
	(Governing Board) on(Date)
(SEAL)	
	Remittance Address:
	City of Greensboro
	DEPARTMENT OF TRANSPORTATION
	BY:
	(STATE HIGHWAY ADMINISTRATOR)
	DATE:
APPROVED BY BOARD OF TRANSF	PORTATION ITEM O:(Date)



City of Greensboro City Council Agenda Item

Department:	Transportation	Current Date:	July 20, 2010
Contact 1:	Adam Fischer	Public Hearing:	NA
Phone:	373-2861	Advertising Date:	NA
Contact 2:	Tyler Meyer	Advertised By:	NA
Phone:	373-2254	Authorized Signatu	ıre:

PURPOSE

Approve execution of a Supplemental Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for construction of roadway and sidewalk improvements to Lake Jeanette Road (NCDOT TIP Number U-5162 / City Contract Number 2008-074).

BACKGROUND

In July 2009 the City of Greensboro entered into a Municipal Agreement for Federal Stimulus Funding in the amount of \$4,125,000 to make roadway and sidewalk improvements to Lake Jeanette Road from Lawndale Drive to North Elm Street/Bass Chapel Road. In November 2009 the City Council awarded the project for the bid amount of \$2,755,368.40. NCDOT will reimburse the City for up to \$3,168,673.66 for construction costs.

The Lake Jeanette Road project consists of the construction of medians, curb and guttering, and sidewalks. Work on the project includes clearing, grading, drainage, paving, seeding, traffic signals, and a round-a-bout at Cottage Place. The improvements will enhance walkability, aesthetics and transportation safety.

The attached Supplemental Municipal Agreement extends the completion date for the project to November 30, 2011.

BUDGET IMPACT

The Supplemental Agreement has no impact on the existing budget of not to exceed \$3,168,673.66 in Federal Stimulus STP DA grant funds established under account 221-4501-01.

RECOMMENDATION/ACTION REQUESTED

The Department of Transportation recommends and requests that City Council approve the attached resolution authorizing the City Manager to execute the supplemental municipal agreement.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, NORTH CAROLINA

A motion was made by	and seconded by	for the adoption of the
following Resolution, and upon being pu	it to a vote was duly adopted:	
implement expenditure of Federal Stimu	ban Area Metropolitan Planning Orga lus Funds for transportation needs in adway and sidewalk improvements to	mization in its effort to support and the Greensboro area has directed federal Lake Jeanette Road from Bass Chapel/N.
WHEREAS, the City of Greensl Supplemental Municipal Agreement in cand,	boro and the North Carolina Departmenter to receive an total not to exceed	ent of Transportation are to enter into a value of \$3,168,673.66 in federal funding;
WHEREAS, the City of Greensl Supplemental Municipal Agreement that	boro and the North Carolina Department extends the completion date of the sa	ent of Transportation are to enter into a aid project until November 30,2010; and,
NOW, THEREFORE, BE IT RE the City of Greensboro and that the City execute the agreement with the North Ca Improvement Project-ARRA	Manager and Clerk of this Municipal	formally approved by the City Council of lity are hereby empowered to sign and for Project U-5162 Lake Jeanette Road
true and correct copy of excerpts from the	, Clerk of the City of Greensbord ne Minutes of the meeting of the City	o, do hereby certify that the foregoing is a Council duly held on the
WITNESS, my hand and the off	icial seal of said Municipality on this	theday of
(SEAL)		
	CLERK CITY OF GREENSBORO NORTH CAROLINA	

NORTH CAROLINA

SUPPLEMENTAL AGREEMENT

GUILFORD COUNTY

DATE: 6/18/2010

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

TIP #: U-5162

AND WBS ELEMENTS: PE

R0W

CITY OF GREENSBORO CON 45201.3.ST1

OTHER FUNDING:

FEDERAL-AID #: STM-0708(23)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of Greensboro, hereinafter referred to as the "Municipality";

WITNESSETH:

WHEREAS, the Department and the Municipality, on 8/11/2009, entered into a certain Locally Administered Project Agreement for the sidewalk improvements at Lake Jeanette Road in Greensboro; and,

WHEREAS, the Department and the Municipality have mutually agreed to extend the completion date of the Project; and,

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

RESPONSIBILITIES

5. TIME FRAME

The Municipality shall complete the project by August 1, 2011.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

Except as hereinabove provided, the Agreement heretofore executed by the Department, and the Municipality on the 8/11/2009, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:	CITY OF GREENSBORO		
BY:	BY:		
TITLE:	TITLE:		
	DATE:		
from anyone with a contract with the execution of any response in this pro	24 prohibit the offer to, or acceptance by, any State Employee of any gift State, or from any person seeking to do business with the State. By occurement, you attest, for your entire organization and its employees or any such gift has been offered, accepted, or promised by any employees		
Approved by	(Governing Board) of the City of Greensboro as attested		
to by the signature of			
	(Governing Board) on(Date)		
(SEAL)	•		
	Remittance Address:		
	City of Greensboro		
	DEPARTMENT OF TRANSPORTATION		
	BY:		
	(STATE HIGHWAY ADMINISTRATOR)		
	DATE:		
APPROVED BY BOARD OF TRANS	SPORTATION ITEM O:(Date)		



City of Greensboro City Council Agenda Item

Department:	Transportation	Meeting Date:	July 20, 2010
Contact 1:	Adam Fischer	Public Hearing:	NA
Phone:	373-2861	Advertising Date/Advertised By:	NA
Contact 2:	Tyler Meyer	Council District:	1
Phone:	373-2254	Authorized Signature:	

PURPOSE

Approve execution of a Supplemental Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for construction of roadway and sidewalk improvements to South Elm-Eugene Street (NCDOT TIP Number U-5163 / City Contract Number 2008-008).

BACKGROUND

In July 2009, the City of Greensboro entered into a Municipal Agreement for Federal Stimulus Funding in the amount of \$1,485,000 to make roadway and sidewalk improvements to Elm-Eugene Street from JJ Drive to Vandalia Road. In November 2009, the City Council awarded the project for the bid amount of \$1,430,882. NCDOT will reimburse the City for up to \$1,645,515 for construction costs.

The Elm-Eugene Street project consists of the construction of medians and continuous sidewalks on the east side of the road. Work on the project includes clearing, grading, paving, seeding, and traffic signal improvements. The improvements will enhance walkability, aesthetics and transportation safety.

The attached Supplemental Municipal Agreement extends the completion date for the project to December 31, 2010.

BUDGET IMPACT

The Supplemental Agreement has no impact on the existing budget of not to exceed \$1,645,515 in Federal Stimulus STP DA grant funds established under account 221-4502-01.

RECOMMENDATION/ACTION REQUESTED

The Department of Transportation recommends and requests that City Council approve the attached resolution authorizing the City Manager to execute the supplemental municipal agreement.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, NORTH CAROLINA

A motion was made by	and seconded by	for the adoption of the
following Resolution, and upon being	ng put to a vote was duly adopted:	<u>-</u>
implement expenditure of Federal S	to Urban Area Metropolitan Planning Organi Stimulus Funds for transportation needs in the For roadway and sidewalk improvements to E	e Greensboro area has directed federal
	eensboro and the North Carolina Department t in order to receive an a total not to exceed S	
· · · · · · · · · · · · · · · · · · ·	eensboro and the North Carolina Department t that extends the completion date of the said	
the City of Greensboro and that the	T RESOLVED that said project is hereby for City Manager and Clerk of this Municipality th Carolina Department of Transportation for	are hereby empowered to sign and
I,true and correct copy of excerpts fro	, Clerk of the City of Greensboro, com the Minutes of the meeting of the City Co	do hereby certify that the foregoing is a buncil duly held on the
WITNESS, my hand and th	e official seal of said Municipality on this the	eday of
(SEAL)		
	CLERK CITY OF GREENSBORO	
	NORTH CAROLINA	

NORTH CAROLINA

SUPPLEMENTAL AGREEMENT

GUILFORD COUNTY

DATE: 6/18/2010

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

TIP#: U-5163

AND WBS ELEMENTS: PE

R0W _____

CITY OF GREENSBORO CON 45202.3.ST1

OTHER FUNDING:

FEDERAL-AID #: STM-0708(24)

CFDA#: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of Greensboro, hereinafter referred to as the "Municipality";

WITNESSETH:

WHEREAS, the Department and the Municipality, on 8/11/2009, entered into a certain Locally Administered Project Agreement for the Elm-Eugene Street Roadway and Sidewalk Improvements in Greensboro; and,

WHEREAS, the Department and the Municipality, on 1/14/2010, entered into a Supplemental Agreement to increase the funding for the Project; and,

WHEREAS, the Department and the Municipality have mutually agreed to extend the completion date of the Project; and,

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

RESPONSIBILITIES

5. TIME FRAME

The Municipality shall complete the project by December 1, 2010.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

Except as hereinabove provided, the Agreement heretofore executed by the Department, and the Municipality on the 8/11/2009 and 1/4/2010, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:	CITY OF GREENSBORO
BY:	BY:
DATE:	TITLE:
	DATE:
from anyone with a contract with the execution of any response in this pro	24 prohibit the offer to, or acceptance by, any State Employee of any gift State, or from any person seeking to do business with the State. By ocurement, you attest, for your entire organization and its employees or any such gift has been offered, accepted, or promised by any employees
Approved by	(Governing Board) of the City of Greensboro as attested
to by the signature of	, Clerk of the
	(Governing Board) on(Date)
(SEAL)	
	Remittance Address:
	City of Greensboro
	DEPARTMENT OF TRANSPORTATION
	BY:
	(STATE HIGHWAY ADMINISTRATOR)
	DATE:
APPROVED BY BOARD OF TRANS	SPORTATION ITEM O:(Date)



City of Greensboro City Council

Agenda Item

TITLE: Resolution authorizing City Attorney to institute proceedings to condemn a portion of the property of Ann Turbeville and sucessors in interest in connection with the East Lee Street Storm Sewer Improvements Project

Sewer Impre	ovements Project	
Department:	Legal	Meeting Date: July 20, ,2010
Contact 1:	Jim Clark	Public Hearing: NA
Phone:	373-2320	Advertising Date / NA Advertised By:
Contact 2:	Terry Wood	Council District: 2
Phone:	373-2320	Authorized Signature:
Attachments:	Мар	

PURPOSE: Ann Turbeville and sucessors in interest is the owner of certain property located in Gilmer Township and designated as Tax Map 30-1-36 part of which is required by the City in connection with the East Lee Street Storm Sewer Improvements Project. Unable to negotiate a purchase price, Property Management is asking Council for authorization to initiate condemnation proceedings.

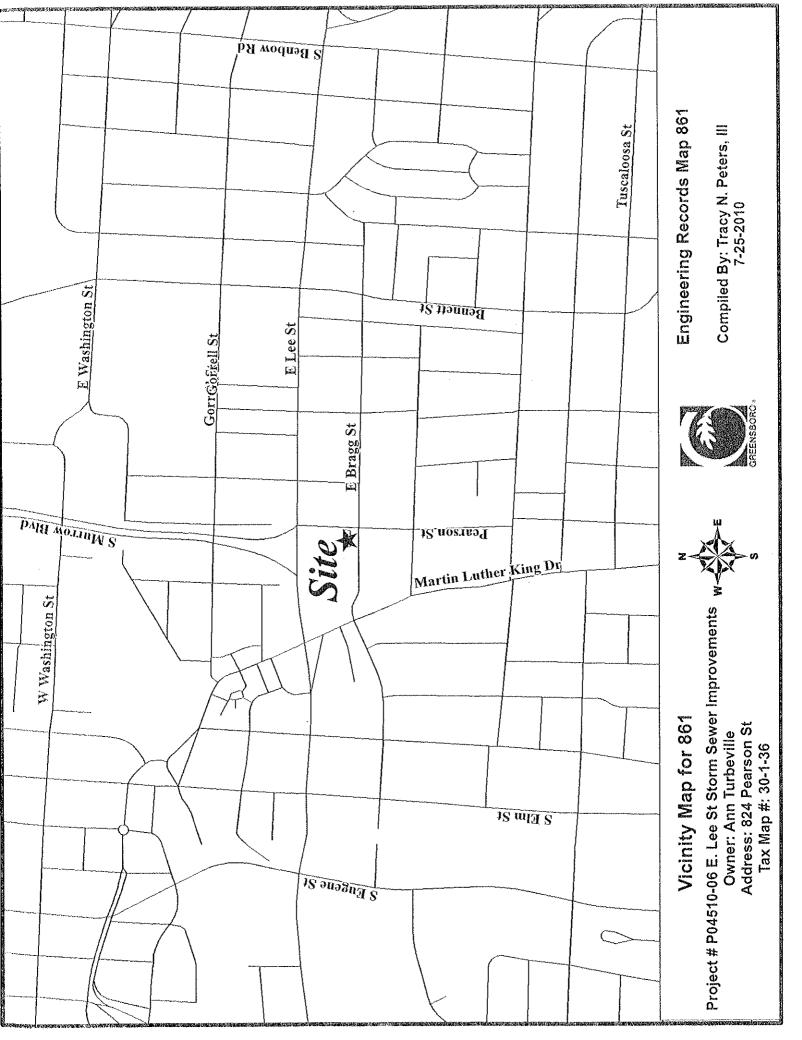
BACKGROUND: Property Management Section of the Engineering and Inspections Department personnel have been unable to negotiate a purchase within the appraised value of \$1,080.00. Consequently, it is recommended that the City Council adopt a resolution authorizing the City Attorney to institute proceedings to condemn said property.

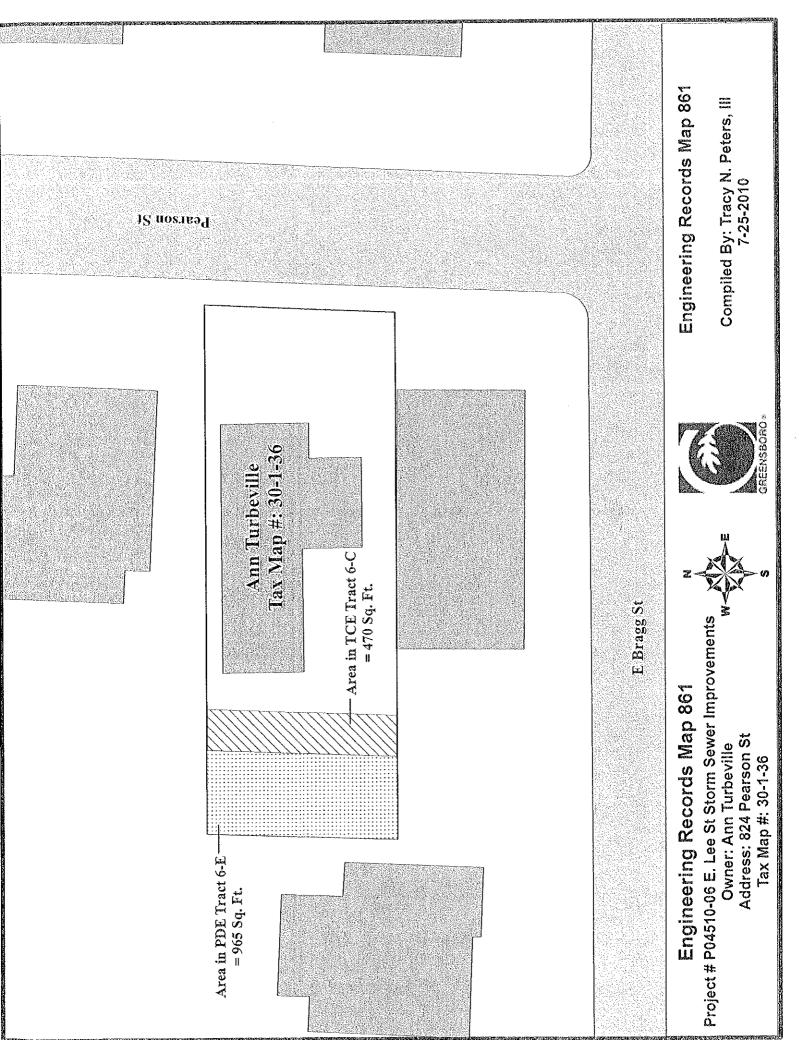
In addition, in order that the City may take possession, it is recommended that the City Council authorize payment of the appraised amount to the Clerk of Superior Court for disbursement to the owner.

BUDGET IMPACT: Funding is available in Account Number 506-7009-06.6012 Activity 10060

RECOMMENDATION / ACTION REQUESTED: City Council to approve resolution authorizing the City Attorney to institute proceedings to condemn a portion of the property of Ann Turbeville and successors in interest in connection with the East Lee Street Storm Sewer Improvements Project.

energy (Marinipe			Geographic services and a service of	and the second second second second		
	Agenda l	Item: 1	7	-		







City of Greensboro City Council Agenda Item

TITLE: Loans and Grants for City Council Approval			
Department:	Housing and Community Development	Meeting Date: July 20, 2010	
Contact 1:	Sue Schwartz	Public Hearing:	
Phone:	373-2149	Advertising Date / Advertised By:	
Contact 2:	Jennifer Freeman	Council District: 42	
Phone:	373-2530	Authorized Signature: 🚜 😾	
Attachments:	Attachment 1: Lead-Safe Housing and Rehabilitation Programs Attachment 2: Willow Oaks Phase II Loan Program		

PURPOSE: On March 1, 2005, the City Council adopted a resolution that required Council approval of loans and grants over \$10,000. Attached are brief summaries of these proposed loans and/or grants.

BACKGROUND: City Council has requested that the City Manager include on the regular Council Consent Agenda all loans and grants in excess of \$10,000.00 which are to be disbursed through the City budget as direct loans or grants, or pass through loans or grants on the recommendation of agencies, non-profits, or other organizations acting on behalf of the City, for final approval before such funds are disbursed. Attached is the information on the loans/grants Council has before it tonight.

BUDGET IMPACT: Loans and grants identified herein are funded from previously appropriated funds through the City Nussbaum Housing Partnership Fund and/or Federal funds from the Community Development Block Grant Program, HOME Program, Lead Safe Housing Program or other Federal or State funding sources. No new funding appropriations are being requested as a result of these Loan and Grant approvals.

RECOMMENDATION / ACTION REQUESTED: The City Council is requested to consider the approval of these loans/grants.

Agenda Item: 15

Attachment 1: Lead-Safe Housing Program

Source of Funding	HUD	
Entity Receiving the Loan/Grant	John Teague	
Amount of the Loan/Grant	\$ 18,375 HUD Lead Remediation \$ 18,375 Total	
Purpose of the Loan/Grant	Lead Remediation: Rental	
Terms of the Loan/Grant	Lead Remediation: Grant	
Location	1417 Randolph Avenue	

Source of Funding	HUD	
Entity Receiving the Loan/Grant	Celestine Simmons	
Amount of the Loan/Grant	\$ 17,832 HUD Lead Remediation	
	\$ 17,832 Total	
Purpose of the Loan/Grant	Lead Remediation: Rental	
Terms of the Loan/Grant	Lead Remediation: Grant	
Location	1028 S. Pearson Street	

Source of Funding	HUD	
Entity Receiving the Loan/Grant	Justino and Anna Sosa	
Amount of the Loan/Grant	\$ 9,900 HUD Lead Remediation	
	\$ 9,900 Total	
Purpose of the Loan/Grant	Lead Remediation: Rental	
Terms of the Loan/Grant	Lead Remediation: Grant	
Location	1306 N. English Street	

Attachment 2: Willow Oaks Phase II Loan Program

Agency Making Recommendation	Dept. of Housing and CD	
Loan/Grant Program	Willow Oaks Phase II Homeownership	
Source of Funding	HUD HOME Program	
Entity Receiving the Loan/Grant	Kabirou Mohamed, Owner	
Amount of the Loan/Grant	Amount of Credit for Released Lot: \$ 14,000	
Purpose of the Loan/Grant	Fund the acquisition cost of lots under the Willow Oaks Phase	
	II Program	
Terms of the Loan/Grant	Deferred; Forgivable Loan.	
Location	811 Green Oaks Street	

Agency Making Recommendation	Dept. of Housing and CD	
Loan/Grant Program	Willow Oaks Phase II Homeownership	
Source of Funding	CDBG/City Bone Funds	
Entity Receiving the Loan/Grant	Kiia J. Owens, Owner	
Amount of the Loan/Grant	\$ 25,000	
Purpose of the Loan/Grant	Fund the acquisition cost of lots under the Willow Oaks Ph II Program	
Terms of the Loan/Grant	Deferred; Forgivable Loan.	
Location	2203 Charles Harshaw Avenue	

Attachment 3: Affordable Home Loan Program

Agency Making Recommendation	Dept. of Housing and CD	
Loan/Grant Program	Single Family Affordable Housing Development	
Source of Funding	HUD HOME Program	
Entity Receiving the Loan/Grant	Marietou Moussa, Owner	
Amount of the Loan/Grant	\$ 14,000	
Purpose of the Loan/Grant		
,	Habitat's Operation Infill Program	
Terms of the Loan/Grant	Deferred; Forgivable Loan	
Location	808 Green Oaks Street	



City of Greensboro City Council Agenda Item

TITLE: Community Waste Reduction and Recycling Grant Ordinance				
Department:	Field Operations Environmental Services	Meeting Date:	July 20, 2010	
Contact 1:	Sheldon Smith	Public Hearing:	No	
Phone:	373-4379	Advertising Date / Advertised By:	NA	
Contact 2:	Jeryl Covington	Council District:	NA	
Phone:	373-2787 Authorized Signature: Staff D Cantus Attachment A – Ordinance Amending State, Federal, and Other Grant Fund Budget for the			
Attachments:	Attachment A – Ordinance Amending State, Federal, and Other Grant Fund Budget for the Appropriation of Community Waste Reduction and Recycling Grant Funds			

PURPOSE:

The NC Department of Environment and Natural Resources offers the Community Waste Reduction and Recycling Grant to assist local governments in expanding, improving, and implementing waste reduction programs in North Carolina. The amount awarded must be matched in funding of at least 20% of the award. A budget amendment would need to be approved by City Council to permit the expenditure of funds.

BACKGROUND:

The City of Greensboro Field Operations Department has an automated curbside recycling program serving over 71,000 households, a green bag recycling program for about 3,700 households, 17 unmanned drop-off sites, and a commercial dumpster recycling program that services about 1,300 locations. We employ one full time recycling educational specialist, two commercial recycling representatives, one recycling inspector and one waste reduction supervisor. Our recyclables are processed by a contractor, FCR. The Environmental Services Department is responsible for waste disposal, household hazardous waste and air quality for the City of Greensboro. Our grant proposal is comprised of three projects:

- 1) ABC Carts: We expect to cut down on the comingled confusion as well as contamination with using blue carts to replace *brown* carts that are currently being used by ABC permit holders outside of the CBD. In addition, we will be able to remove old brown ABC recycling carts and team up with the City of Greensboro Parks and Recreation Department to provide the athletic fields with recycling capabilities to help them properly dispose of plastic bottles.
- 2) Pharmaceutical Collection Event: To raise public awareness over this issue and minimize the impact of prescription and non-prescription medication disposal on water and land quality.
- 3) On-board scale for one front loading recycling truck: To help better quantify what is coming from multifamily recycling dumpsters, our drop sites, and the commercial sector. This will also help us to inform the public of how much is being recycled and set solid goals for increased recycling from each sector.

BUDGET IMPACT:

This State grant of \$35,000 requires a match of at least 20%. The match of \$10,670 will be funded through a transfer from Field Operations (101-4301-03.5429; \$9,360) & Environmental Services (101-6505-02.5429; \$1,310) departmental operating funds. No additional funding will be required. Total project costs will equal \$45,670.

RECOMMENDATION / ACTION REQUESTED:

It is recommended that the City Council adopt the attached budget ordinance establishing funding in the amount of \$45,670 for the purpose of implementing the Community Waste Reduction and Recycling Grant project.

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Agenda Item: 16	
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ORDINANCE AMENDING STATE, FEDERAL, AND OTHER GRANTS FUND BUDGET FOR THE APPROPRIATION OF COMMUNITY WASTE REDUCTION AND RECYCLING GRANT FUNDS

Section 1

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the State, Federal and Other Grants Fund Budget of the City of Greensboro is hereby amended as follows:

That the appropriation for the State, Federal and Other Grants Fund be increased as follows:

Account	Description	<u>Amount</u>
220-4305-01.5221	Advertising	\$6,670
220-4305-01.5235	Small Tools and Equipment	<u>\$39,000</u>
Total		\$45,670

and, that this increase be financed by increasing the following State, Federal and Other Grants Fund accounts:

Account	Description	<u>Amount</u>
220-4305-01.7110	State Grant	\$35,000
220-4305-01.9101	Transfer from General Fund	<u>\$10,670</u>
Total		\$45,670

Section 2

And, that this ordinance should become effective upon adoption.



City of Greensboro City Council Agenda Item

TITLE: Neighborhood Stabilization Program - Additional Allocation for Village Crossing		
Department:	Planning and Community Development	Meeting Date: July 20, 2010
Contact 1:	Sue Schwartz	Public Hearing:
Phone:	373-2149	Advertising Date / Advertised By:
Contact 2:	Cynthia Blue	Council District: 3
Phone:	433-7376 Authorized Signature: Stephen Winter	
Attachments:	Attachment A: Ordinance Amending Stimulus Grants Project Fund Budget Amending Stimulus Grants Project Fund Budget for Neighborhood Stabilization Program Grant	

PURPOSE:

An additional grant award of \$650,000 in Neighborhood Stabilization Program funds from the North Carolina Department of Commerce, Division of Community Assistance [DCA] has been awarded to the City of Greensboro for specific use as a development loan for the Village Crossing multi-family project located at 109 Greenbriar Rd. A budget amendment needs to be approved by the City Council to permit the expenditure of funds.

BACKGROUND:

On April 20, 2010, City Council approved an \$800,000 allocation of Neighborhood Stabilization Program [NSP] funds for the acquisition and rehabilitation of a 20 unit foreclosed multi-family project located at 109 Greenbriar Rd (subsequently re-named Village Crossing). Additional NSP project funds were expected to be allocated from DCA to the North Carolina Housing Finance Agency for the remaining project development financing gap. Due to timing issues related to the environmental review process and the need to get the NSP funds obligated as soon as possible, DCA has determined that it would be better to route the funds through the City of Greensboro.

All units will be affordable to households under 50% of area median income and 9 units will be reserved for permanent supportive housing for homeless and/or disabled households.

BUDGET IMPACT: Additional expense appropriation totaling \$650,000 in 221-2201-02.5282 will be offset by an additional grant appropriation of the same amount in 221-2201-01.7102.

RECOMMENDATION / ACTION REQUESTED:

Planning and Community Development staff recommends the award of funds. City Council is requested to:

- approve an additional grant award of Neighborhood Stabilization Program funds from the North Carolina Department of Commerce, Division of Community Assistance for support of the multi-family project located at 109 Greenbriar Rd
- approve the budget ordinance to add the funds to the budget and NSP project account
- approve the use of a third position forgivable lien
- and authorize the City Manager to execute loan documents.

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Attachment A

ORDINANCE AMENDING STIMULUS GRANTS PROJECT FUND BUDGET FOR NEIGHBORHOOD STABILIZATION PROGRAM GRANT

Section 1

WHEREAS, the City of Greensboro has received an additional allocation of \$650,000 in Neighborhood Stabilization Program grant funds from the NC Department of Commerce, Division of Community Assistance; and

WHEREAS, the Local Government Budget and Fiscal Control Act, as amended, provides for grant project budgeting pursuant to G.S. 159-13.2 as an alternative to annual budgeting for grant projects; and

WHEREAS, in order to alleviate the requirements to re-adopt appropriations from fiscal year to fiscal year, and to permit the use of continuing appropriations to account for Neighborhood Stabilization Program Grant FY 09-10, it is deemed in the best interest of the City to amend the special grant project ordinance for Neighborhood Stabilization Program Grant FY 09-10, with the revenues and expenditures being established as shown below:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the grant project budget for Neighborhood Stabilization Program Grant FY 09-10 be amended with additional funds as follows:

Account	<u>Description</u>	<u>Amount</u>
221-2201-02.5282 TOTAL	Real Estate Loans	<u>\$650,000</u> \$650,000

And that this increase be financed by increasing the following accounts:

Account	Description	Amount
221-2201-01.7102 TOTAL	Federal ARRA Grant	\$650,000 \$650,000

Section 2

This Ordinance shall be effective upon adoption.



City of Greensboro

City Council

Agenda Item

TITLE: Neighborhood Stabilization Program Rehabilitation Contract with Nall Construction Co. – 404 E. Whittington St.			
Department:			
Contact 1:	Sue Schwartz	Public Hearing:	
Phone:	373-2149	Advertising Date / Advertised By:	
Contact 2:	Cynthia Blue	Council District: Location – 2; Interest – 1	
Phone:	433-7376	Authorized Signature:	
Attachments:			

PURPOSE:

City Council consideration is requested for approval to commit \$103,635 in Neighborhood Stabilization Program [NSP] funds for a rehabilitation contract with Nall Construction Co. for a City owned single family house located at 404 E. Whittington St.

BACKGROUND:

The City received a single family house located at 404 E. Whittington Street through a foreclosure action. This property is located in the Ole Asheboro community, which is a neighborhood targeted for NSP funding. The property has significant smoke and structural damage due to a fire but is strategically located near other rehabilitations and new construction activities and is eligible for use of Neighborhood Stabilization Program funds for rehabilitation. Property in City owned inventory was identified as the highest priority for NSP funding in our action plan.

Housing and Community Development staff prepared a work write up and bid the rehabilitation through the City's rehab contractor pool. The winning bid was for \$103,605 by Nall Construction Co. An additional five percent contingency is eligible to be obligated if needed and the City will contract separately for a HERS energy analysis and certification for the project. We anticipate selling the house for affordable owner occupancy. Funds returned to the City from the property sale will be used for other Neighborhood Stabilization-eligible purposes.

BUDGET IMPACT: All funds are from sources currently allocated. NSP Acq/Rehab(Housing and Economic Recovery Act) 220-2272-04.5282 \$103,605

RECOMMENDATION / ACTION REQUESTED:

Housing and Community Development staff recommends allocating the funds.

- Approval of \$103,605 in Neighborhood Stabilization Program funds for a rehabilitation contract with Nall Construction Co. for City owned single family property located at 404 E. Whittington St.
- Approval of authority for City Manager to sign rehabilitation contract.

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1 .	Agenda Item: 19	



City of Greensboro

City Council

Agenda Item

TITLE: Trai	TITLE: Transfer from Redevelopment Commission of Greensboro to City Ownership – 1220		
Randolph A	ve.		
Department:	Housing and Community Development	Meeting Date: July 20, 2010	
Contact 1:	Sue Schwartz	Public Hearing:	
Phone:	373-2149	Advertising Date / Advertised By:	
Contact 2:	Dyan Arkin	Council District: Location – 2; Interest – 1	
Phone:	433-7377	Authorized Signature: June De Discourse	
Attachments:			

PURPOSE:

City Council consideration is requested for transfer of a single family house owned by the Redevelopment Commission of Greensboro located at 1220 Randolph Avenue to City ownership for the purpose of rehabilitation and sale for affordable owner occupancy.

BACKGROUND:

The Redevelopment Commission of Greensboro [RCG] acquired the property at 1220 Randolph St in 2006 through a voluntary acquisition process under the Arlington Park Redevelopment Plan. The property subsequently suffered significant smoke and structural damage due to a fire and has been condemned by the Greensboro Fire Department. Efforts by the RCG to market the property for owner rehabilitation have been unsuccessful. At the June 29 Special Meeting of the RCG, the members voted to transfer the property to the City through a Conveyance for Public Purposes [NCGS 160A-514(e)(1-3)].

The property is eligible for use of Neighborhood Stabilization Program funds for rehabilitation of City owned condemned property. Anticipated use of the house is sale for affordable owner occupancy. Funds returned to the City from the property sale will be used for other Neighborhood Stabilization-eligible purposes.

BUDGET IMPACT:

No cost transfer of property.

RECOMMENDATION / ACTION REQUESTED:

Housing and Community Development staff recommends proceeding with the transfer.

Approval to accept transfer of property ownership.

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City of Greensboro City Council

Agenda Item

TITLE: Neighborhood Stabilization Program Rehabilitation Contract with Nall Construction Co -		
1220 Rando	olph Ave.	
Department:	Housing and Community Development	Meeting Date: July 20, 2010
Contact 1:	Sue Schwartz	Public Hearing:
Phone:	373-2149	Advertising Date / Advertised By:
Contact 2:	Cynthia Blue	Council District: Location –2: Interest – 1
Phone:	433-7376	Authorized Signature:
Attachments:		

PURPOSE:

City Council consideration is requested for approval to commit \$214,750 in Neighborhood Stabilization Program [NSP] funds for a rehabilitation contract with Nall Construction Co. for a Redevelopment Commission of Greensboro owned single family house located at 1220 Randolph Avenue which is to be transferred to the City under separate Council action.

BACKGROUND:

The Redevelopment Commission of Greensboro [RCG] acquired the property at 1220 Randolph St through a voluntary acquisition process under the Arlington Park Redevelopment Plan. The property subsequently suffered significant smoke and structural damage due to a fire and has been condemned by the Greensboro Fire Department. Efforts by the RCG to market the property for owner rehabilitation have been unsuccessful. At the June 29 Special Meeting of the RCG, the members voted to transfer the property to the City under a Conveyance for Public Purposes. The property is eligible for use of Neighborhood Stabilization Program funds for rehabilitation. Arlington Park is a neighborhood targeted for use of NSP funds and property in City owned inventory was identified as the highest priority in our NSP action plan.

Housing and Community Development staff prepared a work write up and bid the rehabilitation through the City's rehab contractor pool. The winning bid was for \$214,750 by Nall Construction Co. An additional five percent contingency is eligible to be obligated if needed and the City will contract separately for a HERS energy analysis and certification for the project. We anticipate selling the house for affordable owner occupancy. Funds returned to the City from the property sale will be used for other Neighborhood Stabilization-eligible purposes.

BUDGET IMPACT: All funds are from sources currently allocated.

NSP Acq/Rehab(Housing and Economic Recovery Act) 220-2272-04.5282 \$214,750

RECOMMENDATION / ACTION REQUESTED:

Housing and Community Development staff recommends allocating the funds.

Agenda Item: 2

- Approval of \$214,750 in Neighborhood Stabilization Program funds for a rehabilitation contract with Nall Construction Co. for City owned single family property located at 1220 Randolph Ave.
- Approval of authority for City Manager to sign rehabilitation contract.



City of Greensboro City Council

Agenda Item

TITLE: Ordinance Amending the Street Improvement Bond Fund, Series 2008, in the amount of \$19,294				
Department:	Transportation	Meeting Date:	July 20, 2010	
Contact 1:	Adam Fischer	Public Hearing:	N/A	
Phone:	373-2861	Advertising Date / Advertised By:	N/A	
Contact 2:	Chris Spencer	Council District:	1 2	
Phone:	433-7218	Authorized Signatur	e: Resk	
Attachments:	Attachment A: Ordinance Amending the Street Improvement Bond Fund, Series 2008, for Creek Ridge Road Proj. Attachment B: Triad Math and Science Academy Agreement			

PURPOSE:

Approve amendment to the Street Improvement Bond Fund, Series 2008, to include funding from the Triad Math and Science Academy in association with the Creek Ridge Roadway Project by the City of Greensboro.

BACKGROUND:

In conjunction with the opening of the new Triad Math and Science Academy facility at 700 Creek Ridge Road, the school is required to construct roadway improvements to mitigate traffic impacts from the site. Given the timing of the project and proposed changes to the adjacent roadway, these site improvements are recommended to be constructed as part of the upcoming Creek Ridge Road widening project. The attached participation agreement requires that the school reimburse the city for the cost to construct the site improvements. As a condition of their TRC approval this agreement must be finalized before a Certificate of Occupancy can be issued to the Triad Math and Science Academy.

BUDGET IMPACT:

The Development Agreement establishes funding for the Triad Math and Science Academy Improvement on the Creek Ridge Project of up to \$19,293.12, to be established under account # 441-6003-04.6014.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends and requests that City Council approve the attached amendment to the Street Improvement Bond Fund, Series 2008, for participation by the Triad Math and Science Academy in the Creek Ridge Roadway Project.

Agenda Item: 12 4 23

ORDINANCE AMENDING THE STREET IMPROVEMENT BOND FUND, SERIES 2008 FOR THE CREEK RIDGE ROADWAY PROJECT

Section 1:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the Street Improvement Bond Fund, Series 2008, Budget of the City of Greensboro is hereby amended as follows:

That the appropriations be increased as follows:

Account	<u>Description</u>	Amount
441-6003-04.6014	Street Construction and Paving	\$19,294

And, that the following revenue finance these appropriations:

Account	Description	<u>Amount</u>
441-6003-04.8631	Construction Project-Developer Share	\$19,294

Section 2:

And, that this ordinance should become effective upon adoption.

COUTY OF GUILFORD

THIS PARTICIPATION AGREEMENT made and entered into this the ______ day of _______, 2010, by and between the CITY OF GREENSBORO, a North Carolina municipal corporation, hereinafter referred to as the "City" and TRIAD EDUCATIONAL SERVICES, INC., a North Carolina non profit company, authorized to do business in North Carolina, with a principal place of business in Greensboro, North Carolina, hereinafter referred to as the "Company,"

WITNESSETH:

WHEREAS, the Company is developing a new institutional property on land bordered by Creek Ridge Road to be known as the Triad Math and Science Academy;

WHEREAS, the Company has been required to make certain improvements to the streets and roads that serve the property as part of its site development;

WHEREAS, Creek Ridge Road will serve as primary points of access for the site;

WHEREAS, the Company is also required to contribute in the design and construction of the proposed improvements in part as set forth hereinafter.

WHEREAS, the City has reviewed and approved (i) the Cost Sharing Agreement, attached as Exhibit A and incorporated herein by reference and (ii) the City's cost to build the proposed improvements estimate, attached as Exhibit B and incorporated herein by reference, and find said aforementioned documents to be reasonable and in line with expected costs;

WHEREAS, the Cost Sharing Agreement sets forth improvements which are one hundred percent (100%) the responsibility of either party as to expense, and the work and expense that is one hundred percent (100%) the responsibility of the City shall be hereinafter defined as the "City's Work" and the work and expense that is one hundred percent (100%) the responsibility of the Company shall be hereinafter defined as the "Company's Work";

WHEREAS, once the proposed improvements are completed, it will greatly facilitate the movement of public traffic, enhance public convenience and improve public safety; the Company desires to so participate as required by the City's Development Ordinance by reimbursing the City for all of the Company's required Work in the not to exceed amount of \$19,293.12.

NOW THEREFORE, it is hereby agreed that:

1. The City shall:

- a. Design, manage, administer and construct the City's Work and Company's Work according to the plans and specifications developed by the Company and Approved by the City. The specifications and construction shall meet the City and North Carolina Department of Transportation ("NCDOT") Standard Practices for Highway Construction.
- b. Solicit for bids and award the construction contracts for the City's and Company's Work according to the provisions of N.C.G.S. §143-129 and other public bidding laws, including requiring the successful contractors to provide insurance and to post bid, performance, and payment bonds.
- c. In hiring, contracting and performing other acts for the City's Work and Company's Work, abide by all local, State and Federal laws, regulations and policies relevant to Minority/Women's Business Enterprises and shall not discriminate on the basis of sex, race, color, religion, national origin, or disability.
- d. Waive the requirement for the completion of the proposed road improvements and grant the Certificate of Occupancy for the building based upon fulfillment of all other requirements.

2. The Company Shall

- a. Be responsible for dedicating to the City in fee simple, and without charge, all necessary real property for the proposed improvements. The Company shall also provide necessary construction and slope easements on its property for such portions and for the period of construction and subsequent maintenance without charge. It is understood and agreed the Company, at no expense or liability whatsoever to the City, shall be responsible for acquiring for conveyance to the City, any additional right of way and/or easements required for said project.
- b. Convey roadway and intersection easements of the minimum required width, and more, where required by applicable standards from those tracts owned by the Company. Project shall mean the City's Work and the Company's Work.

3. Schedule of Reimbursement

a. The Company will make reimbursement to the City for the Company's required Work for actual construction costs and twelve percent (12%) of the actual construction costs for management, excluding insurance, attorneys fees, and land acquisition for the Project.

- b. The Company, without any cost or liability whatsoever to the City, shall relocate and adjust all utilities in conflict with the project. Said work shall be performed in a manner satisfactory to the City prior to the Company beginning construction of the project. The City will assist Company, upon Company's written request, with coordinating the relocation of all utilities where necessary and will require relocation by utility companies pursuant to their franchises where applicable
- c. Payment by the Company to the City shall be made within twenty five (25) days of the presentation to the Company by the City of the related invoices for the Company's Work on a monthly basis, provided all other provisions of this Agreement are met and upon verification by City Inspectors of quantities and completion of work. The Company shall confirm the quantities and completion of the work within fifteen (15) days of submission of the invoices. The Company shall provide notice to the City within the fifteen (15) day period for inspection of any issues with regard to the quantities and completion, and the City shall respond within five (5) days thereafter. In the absence of timely objection, the invoice shall be paid in full. If the City's response does not resolve the issues, the Company shall pay the portion of the related invoice for the Company's Work that is not disputed. The parties shall work in good faith to resolve the disputed portion prior to the next submission of an invoice.
- d. The Company will not pay for any existing work or construction work done, or materials delivered, prior to awarding of a contract, or contracts, in full accordance with N.C.G.S. §143-129 and other relevant laws.

3. Permits Required.

The City agrees to obtain all necessary permits, licenses, and approvals and to meet all governmental regulatory requirements, environmental and otherwise. It agrees to comply with all Federal, State, and local regulations with regard to these construction activities. All permitting costs shall be considered a cost of the Project and as such reimbursable expenses.

4. Indemnification.

The Company agrees to hold and save the City, its employees, agents, and representatives harmless from any damage or injury to third persons or property resulting from the Company's acts or omissions or from claims for inverse condemnation as a result of the construction and agrees to indemnify the City against any loss resulting from claims of such damage, injury, or taking including, but not limited to court costs, attorney's fees, and environmental cleanup or damage.

5. Public Purpose.

The commitment of the City of Greensboro to expend the described funds on the construction is based on the factors recited in the Preamble of this Agreement by which

the Project will provide a public benefit to the City and its citizens.

6. Binding Effect.

This Agreement shall be binding on the assignces and successors in interest of the parties hereto.

7. Cancellation.

This Agreement may be cancelled by either party upon sixty (60) days written notice of such cancellation by either party given to the other party. In the event of cancellation of this Agreement pursuant to this paragraph, any amounts due hereunder. shall be paid promptly by the party obligated to make such payment to the other party.

8. Notices.

All notices and other communications pursuant to this Agreement shall be in writing and shall be delivered by hand, fax or mail as follows:

To the City: Chris Spencer P.O. Box 3136 Greensboro, NC 27402-3136 Fax: 336-412-6171

To the Company: Alper Tekten 123 Shore Lake Dr. Ste G Greensboro, NC 27455 Fax #: (336) 621-0072 IN WITNESS WHEREOF, the City and Company have executed this Agreement as of the day and year first above written.

CONTRACT SIGNATURE SHEET

·	Director of Transportation	Date
	Deputy Finance Officer	Date
This instrument has be Government Budget an		
	Assistant City Attorney	Date
	City Manager	Date
Attest:	City Clerk	Date



City of Greensboro

City Council

Agenda Item

TITLE: Habitat for Humanity Development Agreement – Village at Northside/2010 Builder's Blitz				
Department:	Housing and Community Development	Meeting Date: July 20, 2010		
Contact 1:	Sue Schwartz	Public Hearing:		
Phone:	373-2149	Advertising Date / Advertised By:		
Contact 2:	Cynthia Blue	Council District: Location – 2		
Phone:	433-7376	Authorized Signature:		
Attachments:		8		

PURPOSE:

City Council consideration is requested for approval to enter into a development agreement for \$365,433.73 in HOME program funds with Habitat for Humanity of Greater Greensboro for the development of 9 single family units in the Village at Northside subdivision located at the junction of Summit Ave and Phillips Ave.

BACKGROUND:

In 2005 and 2007, Guilford County awarded HOME program funds to Habitat for Humanity of Greater Greensboro for the development of a 200+ unit subdivision located on Flemingfield Rd. The HOME funds were contracted to the City of Greensboro for administration of the project. The current housing market is not conducive to the development of a large new subdivision requiring private market builder participation, so in April 2010 Habitat requested that Guilford County reallocate \$365,433.73 to the development of 9 units on lots to be purchased in the Village at Northside subdivision, located near the junction of Summit Ave and Phillips Ave. The project will include units to be built by participating members of the Greensboro Builders Association in the Fall 2010 Raising Roofs Builder's Blitz project.

The funds will be part of a participation loan where the homebuyer's first mortgage will consist of both HOME funds and Habitat funds. Habitat will serve as the loan servicer and will guarantee repayment of the development loan to the City.

Guilford County Commissioners approved the award at their April 15, 2010 meeting and have provided an amended administration agreement.

BUDGET IMPACT: All funds are from sources currently allocated.

212-9195-04.5283 - Habitat - Raising Roofs Project \$5,574

213-9199-03.5283 - Habitat - Raising Roofs Project \$63,718

213-9102-09.5283 - Habitat - Raising Roofs Project \$20,000

213-9103-05.5283 - Habitat - Raising Roofs Project \$24,400

213-9104-06.5283 - Habitat - Raising Roofs Project \$42,645

Agenda Item:

213-9104-06.5283 – Habitat – Raising Roofs Project \$209,096 213-9199-02.5283 – Habitat – Raising Roofs Project \$0.73

RECOMMENDATION / ACTION REQUESTED:

Housing and Community Development staff recommends allocating the funds.

- Approval of administration of \$364,433.73 in Guilford County HOME Program funds for a development agreement with Habitat for Humanity of Greater Greensboro for the development of 9 single family units in the Village at Northside subdivision.
- Approval of authority for City Manager to sign the development agreement.



City of Greensboro City Council Agenda Item

TITLE: : Budget Ordinance for Energy Efficiency and Conservation Block Grant						
Department:	Housing and Community Development Meeting Date					
Contact 1:	Sue Schwartz	Public Hearing:	NA			
Phone:	373-2149	Advertising Date / Advertised By:	NA			
Contact 2:	Dan Curry	Council District:	All			
Phone:	373-2751 Authorized Signature: Stophe De Centre					
Attachments:	Attachment A: Ordinance Amending Stimulus Grants Project Fund Budget for US Dept of Energy Efficiency & Conservation Block Grant Program					

PURPOSE:

The City of Greensboro has been awarded \$2,294,900 from the US Department of Energy to implement the development of an Energy Efficiency and Conservation Strategy (EECS) which was adopted by City Council on November 17, 2009. The Department of Housing and Community Development is seeking City Council approval of the budget ordinance to establish revenue and expenditure accounts for project implementation.

BACKGROUND:

The Energy Efficiency and Conservation Block Grant Program, administered by the US Department of Energy, was funded as a part of the American Recovery and Reinvestment Act of 2009. The City of Greensboro was designated as an entitlement city and has been appropriated \$2,544,900. An initial \$250,000 of these funds was approved for the development of the required EECS and administrative expenses associated with this grant over the three year funding period. The additional project grant funds were released upon approval of the EECS by the US Department of Energy.

This ordinance establishes the funding for the projects identified by the EECS. These include:

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•	Solar street lights for the downtown greenway	\$160,050
•	Hydro electric turbine at the Mitchell treatment plant	\$361,000
	Residential and business revolving loan fund	\$329,600
•	Residential energy audit and retrofit program	\$238,000
•	Energy conservation education and outreach	\$250,000
•	Expanded recycling at City Facilities and Apartment Complexes	\$369,819
•	Continued City building retrofits	\$373,000
•	Green Job Development	\$127,000
•	Comprehensive Plan sustainability element	\$ 60,000
•	Miscellaneous expenses	\$ 26,431

Programs and application cycles will be developed for all non-municipal uses. Information will be posted on the City's ARRA stimulus and departmental websites as well as advertised.

BUDGET IMPACT: No General Fund impact. All expenses anticipated to be covered by grant funds.

RECOMMENDATION / ACTION REQUESTED:

Housing and Community Development recommends that the City Council adopt the attached budget ordinance for US DOE Energy Efficiency and Conservation Block grant funds in the amount of \$2,294,900.

Agenda Item:	26

Attachment A

ORDINANCE AMENDING STIMULUS GRANTS PROJECT FUND BUDGET FOR US DEPT OF ENERGY & EFFICIENCY CONSERVATION BLOCK GRANT PROGRAM

Section 1

WHEREAS, the Local Government Budget and Fiscal Control Act, as amended, provides for grant project budgeting pursuant to G.S. 159-13.2 as an alternative to annual budgeting of grant projects;

AND WHEREAS, In order to alleviate the requirements to re-adopt appropriations from fiscal year to fiscal year, and to permit the use of continuing appropriations to account for the Energy Efficiency and Conservation Block Grant FY09-10, a part of the American Recovery and Reinvestment Act of 2009, it is deemed in the best interest of the City to establish a special grant project ordinance for FY09-10, for the remainder of the funds awarded for revenues and expenditures being established as shown below:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the grant project budget for Energy Efficiency and Conservation Block Grant FY09-10 be established and appropriated for the life of the project as follows:

Account	<u>Description</u>	<u>Amount</u>
221-2203-02.5439	Other Internal Services	20,000
221-2203-02.5213	Office Supplies	369,819
221-2203-02.5413	Consultant Services	754,600
221-2203-02.6019	Other Capital Improvements	894,050
221-2203-02.5990	Contingency	256,431
	Total	2,294,900

and, that this increase be financed by increasing the following ARRA Grant accounts:

Account		Description	Amount
221-2203-01.7102	Total	Federal ARRA Grants	2,294,900 2,294,900

Section 2

This Ordinance shall be effective upon adoption.



City of Greensboro City Council Agenda Item

TITLE: Willow Oaks Section 108 Loan Balance Budget Ordinance				
Department:	Housing & CD	Meeting Date:	July 20, 2010	
Contact 1:	Dyan Arkin	Public Hearing:	N/A	
Phone:	433.7377	Advertising Date / Advertised By:	N/A	
Contact 2:	Linda Jones	Council District:	1	
Phone:	Attachment A: Ordinance Amending Hope VI Housing & CD Fund Budget to Appropriate Interest			
Attachments:	Attachment A: Ordinance Amending Hope VI Housing & CD Fund Budget to Appropriate Interest Generated from Section 108 Loan Guarantee with Housing and Urban Development			

PURPOSE:

Interest revenue generated from Section 108 Funds must be appropriated into Section 108 Loan Repayment Account prior to the close out of the grant per loan contract between City of Greensboro and Department of Housing and Urban Development. A budget amendment must be approved to appropriate this revenue.

BACKGROUND:

In 2001 the City of Greensboro entered into a \$7,461,000 Section 108 Loan Guarantee with the Department of Housing and Urban Development (HUD) for redevelopment activities for Willow Oaks in accordance with the Morningside/Lincoln Grove Redevelopment Plan, approved July 2000. The Loan Guarantee is governed by a contract between the City of Greensboro and HUD, which specifies that program income be used for Principal and Interest payments on the 108 loan. A balance of \$959 in interest earned from these funds remains in account 214-1081-01, 108 Issuance Expense FY 01-02. All activities intended to be carried out with Section 108 funds have been completed.

BUDGET IMPACT:

Interest revenue received will be used to offset an increase to 214-1081-01.5291 in the amount of \$959. No additional funds are required.

RECOMMENDATION / ACTION REQUESTED:

It is recommended that City Council approve the attached Budget Ordinance for the Willow Oaks Section 108 Loan appropriating interest in the amount of \$959 to allow the close out of the loan.

26	

Attachment A

ORDINANCE AMENDING HOPE VI HOUSING & CD FUND BUDGET TO APPROPRIATE INTEREST GENERATED FROM SECTION 108 LOAN GUARANTEE WITH HOUSING AND URBAN DEVELOPMENT

Section 1

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the Section 108 Loan Guarantee budget of the City of Greensboro is hereby amended as follows:

Account	<u>Description</u>	
214-1081-01.5291	Interest Subsidy Program	<u>\$959</u>
	Total	\$959

And, that this increase will be financed by the following Section 108 Loan Guarantee revenue account:

Account	<u>Description</u>	<u>Amount</u>
214-1081-01.8500	Interest Earned – Other	<u>\$959</u>
	Total	959

Section 2

And, that this Ordinance should become effective upon adoption.



City of Greensboro City Council

Agenda Item

TITLE: Mu	nicipal Agreement with the North Car	olina Department o	f Transportation for street resurfacing
Project U-51	57 D.		
Department:	Transportation	Meeting Date:	July 20, 2010
Contact 1:	Adam Fischer	Public Hearing:	N/A
Phone:	373-2861	Advertising Date / Advertised By:	N/A
Contact 2:	Tyler Meyer	Council District:	Various Citywide
Phone:	373-2254	Authorized Signatur	e: AUD
Attachment A: Budget Ordinance for Project U-5157 D Attachments: Attachment B:Resolution Authorizing Execution of Municipal Agreement with the NCDOT Attachment C: Municipal Agreement with the NCDOT			

PURPOSE:

Approve execution of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) and approval of an associated budget ordinance for street resurfacing by the City of Greensboro.

BACKGROUND:

Attached is a Municipal Agreement with the North Carolina Department of Transportation for Street Resurfacing Projects. This agreement defines the cost and construction responsibilities of the City and the NCDOT on project EL-5157 D, Greensboro Street Resurfacing Project. This project was made possible by the action of the MPO Transportation Advisory Committee, working in cooperation with the NCDOT, to direct Federal Surface Transportation Program Direct Apportionment (STP DA) funds to the City for this purpose.

This project involves the resurfacing of existing streets within the corporate limits of the City of Greensboro as follows: (a) Holden Road from High Point Road to Pinecroft Road; (b) Florida Street from Holden Road to Coliseum Boulevard;

(c) Bessemer Avenue from US 29 to English Street; (d) Meadowview Road from Randleman Road to Freeman Mill Road;

(e) Meadowview Road from High Point Road to Holden Road; (f) Cone Boulevard from Elm Street to Battleground Avenue; and (g) Yanceyville Street from Bessemer Avenue to Cone Boulevard.

The proposed Municipal Agreement provides for the City to resurface these streets in Federal Fiscal Year 2010 for 80% reimbursement in STP-DA funds through the NCDOT. Construction is anticipated to begin in Fall 2010.

BUDGET IMPACT:

The Municipal Agreement establishes federal STP DA grant funds of up to \$3,300,000 which will be budgeted in account 401-4539-01 and the required 20% local match of up to \$825,000 that will be transferred from 402-4302-01.6401.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends and requests that City Council approve the attached budget ordinance and resolution authorizing the City Manager to execute the municipal agreement with the NCDOT.

Agenda Item: 27128

ORDINANCE ESTABLISHING THE BUDGET FOR PROJECT U-5157 D: STREET RESURFACING PROJECT

Section 1:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the appropriation for the Project U-5157 D: Street Resurfacing Project Budget be established as follows:

Account	<u>Description</u>	Amount
401-4539-01.5611	Maint & Repair-Streets/Sidewalks	\$4,125,000
TOTAL		\$4,125,000

And, that this appropriation be financed by establishing the following Project U-5157 D: Street Resurfacing Project Budget accounts:

Account	Description	Amount
401-4539-01.7110 401-4539-01.9402	State Grant Transfer from State Highway Capital Project Fund	\$3,300,000 \$ 825,000
TOTAL:		\$4,125,000

Section 2:

And, that this ordinance should become effective upon adoption.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, NORTH CAROLINA

A motion was made by	and seconded bywas duly adopted:	for the adoption of the following
	oan Area Metropolitan Planning Orga eds in the Greensboro area has direc	anization in its effort to support and ted federal funding to the City of Greensbord
WHEREAS, the City of Greensb Municipal Agreement in order to receive	•	ent of Transportation are to enter into a
WHEREAS, the City of Greensb	oro shall provide an estimated requir	red local match of \$825,000; and,
NOW, THEREFORE, BE IT RE the City of Greensboro and that the City lexecute the agreement with the North Car	Manager and Clerk of this Municipa	
I,true and correct copy of excerpts from theof, 20	, Clerk of the City of Greensbore e Minutes of the meeting of the City	o, do hereby certify that the foregoing is a Council duly held on the
WITNESS, my hand and the offi-	cial seal of said Municipality on this	theday of,
(SEAL)		
	CLERK	
	CITY OF GREENSBORO NORTH CAROLINA	

NORTH CAROLINA

LOCALLY ADMINISTERED PROJECT - FEDERAL

GUILFORD COUNTY

DATE: 5/18/2010

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

TIP #: U-5157 D

AND WBS Elements: PE

ROW

CITY OF GREENSBORO CON 45183.3.2

OTHER FUNDING:

FEDERAL-AID NUMBER: STPDA-

0708(29)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$3,300,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greensboro, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Title 23, Sections 133(d)(3) and 133(f) of the US Code require suballocation of Surface Transportation Program Funds to urbanized areas; and,

WHEREAS, the City of Greensboro has requested federal funding for Greensboro Street Resurfacing, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$3,300,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of resurfacing streets on the Federal-Aid System in Greensboro on the following roadways: Holden Road from High Point Road to Pinecroft Road; Florida Street from Holden Road to Coliseum Boulevard; Bessemer Avenue from US 29 to English Street; Meadowview Road from Randleman Road to Freeman Mill Road; Meadowview Road from High Point Road to Holden Road; Cone Boulevard from Elm Street to Battleground Avenue; and Yanceyville Street from Bessemer Avenue to Cone Boulevard.

The Department's funding participation in the Project shall be restricted to the following eligible items:

Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Three Million Three Hundred Thousand Dollars (\$3,300,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$3,300,000	80 %	\$825,000	20 %
Total Estimated Cost \$4,125,000				

4. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package, by September 30, 2010. The Municipality shall complete the Project by September 30, 2011.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The

Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering and/or Construction Contract Administration is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department.
- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The

Municipality shall bear all costs associated with penalties for violations and claims due to delays.

The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

13. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

14. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legsregs/directives/fapqtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

15. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

16. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

17. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Greensboro Street Resurfacing, or as required by an executed encroachment agreement.

18. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State,

Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$3,300,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

CONSTRUCTION CONTRACT UNIT PRICES

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

RIGHT OF WAY

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

FORCE ACCOUNT

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the

Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

19. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

20. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for STP-DA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and

Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

21. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:	CITY OF GREENSBORO		
BY:	BY:		
TITLE:	TITLE:		
	DATE:		
any gift from anyone with a c the State. By execution of ar	Order 24 prohibit the offer to, or acceptance by, any State Employee of ontract with the State, or from any person seeking to do business with my response in this procurement, you attest, for your entire organization that you are not aware that any such gift has been offered, accepted, or of your organization.		
Approved by	of the City of Greensboro as attested to by the		
signature of	Clerk of the on		
(Date)		
	This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.		
(SEAL)	(FINANCE OFFICER)		
	Federal Tax Identification Number		
	City of Greensboro		
	Remittance Address:		
	DEPARTMENT OF TRANSPORTATION		
	BY:		
	DATE:		
APPROVED BY BOARD OF	TRANSPORTATION ITEM O:(Date)		



City of Greensboro City Council Agenda Item

	4 4	nce with the North	Carolina Department of Transportation
for Sidewalk	Improvement Project EL-5101DE.		
Department:	Transportation	Meeting Date:	July 20, 2010
Contact 1:	Adam Fischer	Public Hearing:	N/A
Phone:	373-2861	Advertising Date / Advertised By:	N/A
Contact 2:	Tyler Meyer	Council District:	Various Citywide
Phone:	373-2254	Authorized Signatur	e: I toph D Certis
Attachments:	Attachment A: Budget Ordinance for Project EL-5101 DE Attachment B:Resolution Authorizing Execution of Municipal Agreement with the NCDOT Attachment C: Municipal Agreement with the NCDOT		

PURPOSE:

Approve execution of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) and approval of an associated budget ordinance for Sidewalk Improvements by the City of Greensboro.

BACKGROUND:

Attached for your execution is a Municipal Agreement with the North Carolina Department of Transportation for Sidewalk Improvements. This agreement defines the cost and construction responsibilities of the City and the NCDOT on project EL-5101 DE, Greensboro Sidewalk Improvement Project. This project was made possible by the action of the MPO Transportation Advisory Committee, working in cooperation with the NCDOT, to direct Federal Surface Transportation Program Direct Apportionment (STP DA) funds to the City for this purpose.

This project involves constructing sidewalks in Greensboro to eliminate barriers to accessibility at the following locations: (a) north side of Concord Street between Randleman Rd and Soabar St; (b) south side of Edith Lane between Shelby Dr and Meadowood St; (c) south side of Guilford Avenue from Adams St to existing sidewalk; (d) east side of Henderson Road between Friendly Ave and Farrar Dr; (e) east side of Stagecoach Trail from Friendly Ave to Guilford Elementary Scholl entrance; (f) east side of Warren Street from Spring Garden St north to existing sidewalk; and including trail construction on (g) Bluford Park Trail from existing to sidewalk at Barber Park Baseball Complex; and (h) from Bluford Park Trail to Bothwell St and along Bothwell St to Peeler Elementary School.

The proposed Municipal Agreement provides for the City to construct sidewalks in Federal Fiscal Year 2011 for 80% reimbursement in STP-DA funds through the NCDOT. Construction is anticipated to be completed by May 31, 2011.

BUDGET IMPACT:

The Municipal Agreement establishes federal STP DA grant funds of up to \$590,629 which will be budgeted in account 401-4543-01 and the required 20% local match of up to \$147,657 that will be transferred from 441-6004-01.6401.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends and requests that City Council approve the attached budget ordinance and resolution authorizing the City Manager to execute the municipal agreement with the NCDOT.

Agenda Item: <u>A9 3 30</u>

ORDINANCE ESTABLISHING THE BUDGET FOR PROJECT EL-5101 DE: SIDEWALK IMPROVEMENT PROJECT

Section 1:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the appropriation for the Project EL-5101 DE: Sidewalk Improvement Project Budget be established as follows:

<u>Account</u> <u>Description</u>		<u>Amount</u>
401-4543-01.6015	Sidewalk Construction	<u>\$738,286</u>
TOTAL		\$738,286

And, that this appropriation be financed by establishing the following Project EL-5101 DE: Sidewalk Improvement Project Budget accounts:

Account	<u>Description</u>	Amount	
401-4543-01.7110 401-4543-01.9441	State Grant Transfer from Street Improv. Bond Fund	\$ 590,629 \$ 147,657	
TOTAL:		\$738,286	

Section 2:

And, that this ordinance should become effective upon adoption.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, NORTH CAROLINA

for

A motion was made by	and seconded by	for the adoption of the following
Resolution, and upon being put to a vote	was duly adopted:	
WHEREAS, the Greensboro Urb implement multi-modal transportation ne Sidewalk Improvement Project; and	oan Area Metropolitan Planning Orga eds in the Greensboro area has direc	anization in its effort to support and sted federal funding to the City of Greensboro
WHEREAS, the City of Greensh Municipal Agreement in order to receive		ent of Transportation are to enter into a
WHEREAS, the City of Greensb	oro shall provide an estimated requi	red local match of \$147,657; and,
NOW, THEREFORE, BE IT RE the City of Greensboro and that the City execute the agreement with the North Ca	Manager and Clerk of this Municipa	formally approved by the City Council of lity are hereby empowered to sign and for Project EL-5101 DE.
I,true and correct copy of excerpts from th, 20	, Clerk of the City of Greensbore Minutes of the meeting of the City	o, do hereby certify that the foregoing is a Council duly held on the
WITNESS, my hand and the offi	cial seal of said Municipality on this	s theday of,
(SEAL)		
	CLERK	
	CITY OF GREENSBORO	
	NORTH CAROLINA	

NORTH CAROLINA

LOCALLY ADMINISTERED PROJECT - FEDERAL

GUILFORD COUNTY

DATE: 4/5/2010

NORTH CAROLINA DEPARTMENT OF

TRANSPORTATION

TIP #: EL-5101 DE

AND WBS Elements: PE

ROW

CITY OF GREENSBORO CON 41823.3.8

OTHER FUNDING: STPDA-

0708(26)

FEDERAL-AID NUMBER:

CFDA #: 20,205

Total Funds [NCDOT Participation] \$590,629

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greensboro, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Title 23, Sections 133(d)(3) and 133(f) of the US Code require suballocation of Surface Transportation Program Funds to urbanized areas; and,

WHEREAS, the City of Greensboro has requested federal funding for Sidewalk Improvement Project, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$590,629 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of sidewalk improvements in Greensboro at the following locations: north side of Concord St between Randleman Rd and Soabar St; south side of Edith Lane between Shelby Dr and Meadowood St; south side of Guilford Ave from Adams St to existing sidewalk; east side of Henderson Rd between Friendly Ave and Farrar Dr; east side of Stagecoach Trail from Friendly Ave to Guilford Elementary School entrance; side of Warren St from Spring Garden St north to existing sidewalk; and including trail construction on Bluford Park Trail from existing trail to sidewalk at Barber Park Baseball Complex; and from existing Bluford Park Trail to Bothwell Street and along Bothwell Street to Peeler Elementary School.

The Department's funding participation in the Project shall be restricted to the following eligible items:

Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Five Hundred Ninety Thousand Six Hundred Twenty Nine Dollars (\$590,629), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$590,629	80 %	\$147,657	20 %
Total Estimated Cost		\$738,28	6	

4. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package by September 30, 2010. The Municipality shall complete the Project by May 31, 2011.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering and/or Construction Contract Administration is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statules/Statules.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department.
- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The

Municipality shall bear all costs associated with penalties for violations and claims due to delays.

The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10.PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapqtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

13. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

14. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bld opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A, and Part 635, Subpart A, Incorporated by reference at

www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

15. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

16.CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

17. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the sidewalk facilities, or as required by an executed encroachment agreement.

18. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.thwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.htm) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policles and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.thwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.thwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.htm) "Cost Principles for State,

Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$590,629 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

CONSTRUCTION CONTRACT UNIT PRICES

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

RIGHT OF WAY

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

FORCE ACCOUNT

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the

Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

19. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

20.OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for STP-DA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, Issued by Governor Purdue, and NCGS 133-32, it Is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and

Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

21. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:	CITY OF GREENSBORO
BY:	BY:
TITLE:	TITLE:
	DATE:
any gift from anyone with a cu	Order 24 prohibit the offer to, or acceptance by, any State Employee of ontract with the State, or from any person seeking to do business with my response in this procurement, you attest, for your entire organization that you are not aware that any such gift has been offered, accepted, or your organization.
Approved by	of the City of Greensboro as attested to by the
signature of	Clerk of the on
(Date)	i
	This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
(SEAL)	(FINANCE OFFICER)
	Federal Tax Identification Number
	City of Greensboro
	Remittance Address:
	DEPARTMENT OF TRANSPORTATION
	BY:
	(STATE HIGHWAY ADMINISTRATOR)
	DATE:
APPROVED BY BOARD OF	TRANSPORTATION ITEM O:(Oate)



City of Greensboro City Council

Agenda Item

	1 2	Ordinance with the North Carolina Department of Transportation
for Intersecti	on and Sidewalk Improvemer	t Project EL-5101DF.
Department:	Transportation	Meeting Date: July 20, 2010
Contact 1:	Adam Fischer	Public Hearing: N/A
Phone:	373-2861	Advertising Date / N/A Advertised By:
Contact 2:	Tyler Meyer	Council District: Various Citywide
Phone:	373-2254	Authorized Signature: Stenk D Center
Attachments:	Attachment A: Budget Ordinance Attachment B:Resolution Authori	for Project EL-5101 DF zing Execution of Municipal Agreement with the NCDOT

PURPOSE:

Approve execution of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) and approval of an associated budget ordinance for Intersection and Sidewalk Improvements by the City of Greensboro.

Attachment C: Municipal Agreement with the NCDOT

BACKGROUND:

Attached is a Municipal Agreement with the North Carolina Department of Transportation for Intersection and Sidewalk Improvements. This agreement defines the cost and construction responsibilities of the City and the NCDOT on project EL-5101 DF, Greensboro Intersection & Sidewalk Improvement Project. This project was made possible by the action of the MPO Transportation Advisory Committee, working in cooperation with the NCDOT, to direct Federal Surface Transportation Program Direct Apportionment (STP DA) funds to the City for this purpose.

This project consists of improvements at the following locations: (a) West Market Street and Walker Avenue Intersection – remove eastbound slip lane and construct right turn lane; (b) construct sidewalk on both sides of West Market Street from Walnut Circle to approx. 400 feet west of Walker Ave; and (c) construct sidewalk on both sides of Walker Avenue from West Marker St to Holden Rd.

The proposed Municipal Agreement provides for the City to construct intersection and sidewalks improvements in Federal Fiscal Year 2011 for 80% reimbursement in STP-DA funds through the NCDOT. Construction is anticipated to be completed by May 31, 2012.

BUDGET IMPACT:

The Municipal Agreement establishes federal STP DA grant funds of up to \$876,677 which will be budgeted in account 401-4544-01 and the required 20% local match of up to \$219,169 that will be transferred from 441-6004-01.6401.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends and requests that City Council approve the attached resolution and associated budget ordinance authorizing the City Manager execution the municipal agreement.

Agenda	Item: 🛭	4	3	g)
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ORDINANCE ESTABLISHING THE BUDGET FOR PROJECT EL-5101 DF: INTERSECTION AND SIDEWALK IMPROVEMENT PROJECT

Section 1:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the appropriation for the Project EL-5101 DF: Intersection and Sidewalk Improvement Project Budget be established as follows:

Account	Description	<u>Amount</u>
401-4544-01.6012	Land Right of Way	\$123,000
401-4544-01.6014	Street Construction and Paving	\$ 184,000
401-4544-01.6015	Sidewalk Construction	<u>\$ 788,846</u>
TOTAL		\$1,095,846

And, that this appropriation be financed by establishing the following Project EL-5101 DF: Intersection and Sidewalk Improvement Project Budget accounts:

Account	<u>Description</u>	Amount
401-4544-01.7110 401-4544-01.9441	State Grant Transfer from Street Improv. Bond Fund	\$ 876,677 \$ 219,169
TOTAL:		\$1,095,846

Section 2:

And, that this ordinance should become effective upon adoption.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, NORTH CAROLINA

for

A motion was made by Resolution, and upon being put to a vote w	and seconded by vas duly adopted:	for the adoption of the following
WHEREAS, the Greensboro Urba	n Area Metropolitan Planning Org ds in the Greensboro area has dire	ganization in its effort to support and cted federal funding to the City of Greensboro
WHEREAS, the City of Greensbo Municipal Agreement in order to receive \$		ment of Transportation are to enter into a
WHEREAS, the City of Greensbo	ro shall provide an estimated requ	ired local match of \$219,169; and,
the City of Greensboro and that the City Mexecute the agreement with the North Card	lanager and Clerk of this Municipal blina Department of Transportation	y formally approved by the City Council of ality are hereby empowered to sign and n for Project EL-5101 DF. ro, do hereby certify that the foregoing is a y Council duly held on the
of, 20	Windles of the meeting of the City	y Council daily hold on the
WITNESS, my hand and the office 20	ial seal of said Municipality on thi	s theday of,
(SEAL)		
	CLERK CITY OF GREENSBORO	

NORTH CAROLINA

LOCALLY ADMINISTERED PROJECT - FEDERAL

GUILFORD COUNTY

DATE: 4/5/2010

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

TIP #: EL-5101 DF

AND

WBS Elements: PE

ROW

CITY OF GREENSBORO

ROW

CON 41823,3,9

OTHER FUNDING: STPDA-

0708(27)

FEDERAL-AID NUMBER:

CFDA #: 20.205

Total Funds [NCDOT Participation] \$876,677

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greensboro, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Title 23, Sections 133(d)(3) and 133(f) of the US Code require suballocation of Surface Transportation Program Funds to urbanized areas; and,

WHEREAS, the City of Greensboro has requested federal funding for Intersection & Sidewalk Improvements, hereinafter referred to as the Project, in Gullford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$876,677 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of improvements in Greensboro at the following locations: Market St and Walker Avenue Intersection - remove eastbound slip lane and construct right turn lane; construct sidewalk both sides on West Market St from Walnut Circle to approx. 400 feet west of Walker Ave and; construct sidewalk on both sides of Walker Ave from West Market St to Holden Rd.

The Department's funding participation in the Project shall be restricted to the following eligible items:

Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Eight Hundred Seventy Six Thousand Six Hundred Seventy Seven Dollars (\$876,677), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$876,677	80 %	\$219,169	20 %
Total Estimated Cost \$			46	F-00-13-1-5 And F-00-13-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1

4. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package by August 31, 2011. The Municipality shall complete the Project by May 31, 2012.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering and/or Construction Contract Administration is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department.
- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional

Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.

The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference

at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual,

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11.UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work

shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

13. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

14. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A, and Part 635, Subpart A, incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), Incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/pregonstruct/ps/contracts/sp/2006sp/municipal.html.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fnwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

15. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

16.CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

17. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the sidewalk facilities, or as required by an executed encroachment agreement.

18. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$876,677 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

CONSTRUCTION CONTRACT UNIT PRICES

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

RIGHT OF WAY

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

FORCE ACCOUNT

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

19. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

20. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for STP-DA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and

the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, issued by Governor Purdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

21.SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:	CITY OF GREENSBORO
BY:	BY:
Appelies (Appelies (Appeli	Annual Control of the
TITLE:	TITLE:
e e	
	DATE:
any gift from anyone with a the State. By execution of	Order 24 prohibit the offer to, or acceptance by, any State Employee ontract with the State, or from any person seeking to do business with my response in this procurement, you attest, for your entire organization that you are not aware that any such gift has been offered, accepted of your organization.
	of the City of Greensboro as attested to by the
signature of	Clerk of the on
(Dat	
	This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
(SEAL)	(FINANCE OFFICER)
	Federal Tax Identification Number
	City of Greensboro
	Remittance Address:
	DEPARTMENT OF TRANSPORTATION
	BY:
	(STATE HIGHWAY ADMINISTRATOR)
	DATE:
APPROVED BY BOARD OF	TRANSPORTATION ITEM O:(Date)



City of Greensboro City Council Agenda Item

TITLE: Municipal Agreement and Budget Ordinance with the North Carolina Department of Transportation for General Sidewalk Improvement Project EL-5101 DG.

for General S	Sidewalk Improvement Project EL-	5101 DG.	
Department:	Transportation	Meeting Date:	July 20, 2010
Contact 1:	Adam Fischer	Public Hearing:	N/A
Phone:	373-2861	Advertising Date / Advertised By:	N/A
Contact 2:	Tyler Meyer	Council District:	Various Citywide
Phone:	373-2254	Authorized Signatur	e: Itenh D Center
Attachments:	Attachment A: Budget Ordinance for Project EL-5101 DG Attachment B:Resolution Authorizing Execution of Municipal Agreement with the NCDOT Attachment C: Municipal Agreement with the NCDOT		

PURPOSE:

Approve execution of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) and approval of an associated budget ordinance for General Sidewalk Improvements by the City of Greensboro.

BACKGROUND:

Attached is a Municipal Agreement with the North Carolina Department of Transportation for General Sidewalk Improvements. This agreement defines the cost and construction responsibilities of the City and the NCDOT on project EL-5101 DG, Greensboro General Sidewalk Improvement Project. This project was made possible by the action of the MPO Transportation Advisory Committee, working in cooperation with the NCDOT, to direct Federal Surface Transportation Program Direct Apportionment (STP DA) funds to the City for this purpose

This project consists of sidewalk improvements at the following locations: (a) both sides of Florida Street between Ashe St and Willow Rd where none exist; and (b) east side of Randleman Road from Creekridge Rd to Shoffner Rd.

The proposed Municipal Agreement provides for the City to construct sidewalks in Federal Fiscal Year 2011 for 80% reimbursement in STP-DA funds through the NCDOT. Construction is anticipated to be completed by December 31, 2012.

BUDGET IMPACT:

The Municipal Agreement establishes federal STP DA grant funds of up to \$1,429,144 which will be budgeted in account 401-4545-01 and the required 20% local match of up to \$357,286 that will be transferred from account 441-6004-0.6401.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends and requests that City Council approve the attached budget ordinance and resolution authorizing the City Manager to execute the municipal agreement with the NCDOT.

Agenda Item: <u>38134</u>

ORDINANCE ESTABLISHING THE BUDGET FOR PROJECT EL-5101 DG: GENERAL SIDEWALK IMPROVEMENT PROJECT

Section 1:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the appropriation for the Project EL-5101 DG: General Sidewalk Improvement Project Budget be established as follows:

Account	<u>Description</u>	<u>Amount</u>
401-4545-01.6012 401-4545-01.6015	Land Right of Way Sidewalk Construction	\$ 400,000 \$1,386,430
TOTAL		\$1,786,430

And, that this appropriation be financed by establishing the following Project EL-5101 DG: General Sidewalk Improvement Project Budget accounts:

Account	<u>Description</u>	<u>Amount</u>
401-4545-01.7110 401-4545-01.9441	State Grant Transfer from Street Improv. Bond Fund	\$1,429,144 \$ 357,286
TOTAL:		\$1,786,430

Section 2:

And, that this ordinance should become effective upon adoption.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, NORTH CAROLINA

A motion was made by Resolution, and upon being put to a vote w	and seconded byas duly adopted:	for the adoption of the following
	ds in the Greensboro area has direc	anization in its effort to support and eted federal funding to the City of Greensboro
WHEREAS, the City of Greensbor Municipal Agreement in order to receive \$	•	nent of Transportation are to enter into a
WHEREAS, the City of Greensbor	ro shall provide an estimated requi	red local match of \$357,286; and,
NOW, THEREFORE, BE IT RESO the City of Greensboro and that the City M execute the agreement with the North Caro I,	anager and Clerk of this Municipa lina Department of Transportation	for Project EL-5101 DG.
of, 20	windles of the incetting of the City	Council duty held on the
WITNESS, my hand and the offici 20	al seal of said Municipality on this	s theday of,
(SEAL)		
	CLERK	
	CITY OF GREENSBORO NORTH CAROLINA	

NORTH CAROLINA

LOCALLY ADMINISTERED PROJECT - FEDERAL

GUILFORD COUNTY

DATE: 4/5/2010

NORTH CAROLINA DEPARTMENT OF

TRANSPORTATION

TIP #: EL-5101 DG

AND WBS Elements: PE

ROW

CITY OF GREENSBORO CON 41823,3,10

OTHER FUNDING: STPDA-

0708(28)

FEDERAL-AID NUMBER:

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,429,144

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greensboro, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Title 23, Sections 133(d)(3) and 133(f) of the US Code require suballocation of Surface Transportation Program Funds to urbanized areas; and,

WHEREAS, the City of Greensboro has requested federal funding for General Sidewalk Improvements, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,429,144 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of sidewalk improvements in Greensboro at the following locations: on both sides of Florida St between Ashe St and Willow Rd where none exist and on east side of Randleman Rd from Creekridge Rd to Shoffner Rd.

The Department's funding participation in the Project shall be restricted to the following eligible items:

Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of One Million Four Hundred Twenty Nine Thousand One Hundred Forty Four Dollars (\$1,429,144), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate		Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$1,429,144	80 %		\$357,286	20 %
Total Estimated Cost			\$1,786,430		

4. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package by March 31, 2012. The Municipality shall complete the Project by December 31, 2012.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering and/or Construction Contract Administration is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fnwa.dot.gov/legsregs/legislat.html and www.fnwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department.
- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required

thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10.PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, Incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11.UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

13. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

14. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A, and Part 635, Subpart A, incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality falls to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force

Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes/Statutes.asp.

15. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/. which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation

Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

16. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

17. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the sidewalk facilities, or as required by an executed encroachment agreement.

18. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activitles eligible for funding reimbursement for this Project shall include:

Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,429,144 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

CONSTRUCTION CONTRACT UNIT PRICES

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

RIGHT OF WAY

Reimbursement will be timited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

FORCE ACCOUNT

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

19. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

20. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for STP-DA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and

the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, issued by Governor Purdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

21. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the

Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:	CITY OF GR	EENSBORO
	nv.	Ž
BY:	BY:	· ·
TITLE:	TITI F	
The law to the state of the sta	The late of the la	
	DATE:	
any gift from anyone with a contract the State. By execution of any res	ot with the State, or from any ponse in this procurement, y you are not aware that any s	acceptance by, any State Employee of y person seeking to do business with you attest, for your entire organization such gift has been offered, accepted, o
Approved by		
signature of	Clerk of the	<u> </u>
(Date)	•	
	This Agreement he required by the Lo Control Act.	nas been pre-audited in the manner ocal Government Budget and Fiscal
(SEAL)	(FINANCE OFFIC	CER)
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	DEPARTMENT O	F TRANSPORTATION
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APPROVED BY BOARD OF TRAN	SPORTATION ITEM O:	(Date)

or



City of Greensboro City Council

Agenda Item

	nicipal Agreement with the North Car ruction Project EL-5101DH.	olina Department o	f Transportation for Sidewalk Repair
Department:	Transportation	Meeting Date:	July 20, 2010
Contact 1:	Adam Fischer	Public Hearing:	N/A
Phone:	373-2861	Advertising Date / Advertised By:	N/A
Contact 2:	Tyler Meyer	Council District:	Various Citywide
Phone:	373-2254	Authorized Signature	3 tiph D. Center
Attachment A: Budget Ordinance for Project EL-5101 DH Attachments: Attachment B:Resolution Authorizing Execution of Municipal Agreement with the NCDOT Attachment C: Municipal Agreement with the NCDOT			

PURPOSE:

Approve execution of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) and approval of an associated budget ordinance for Sidewalk Repair and Reconstruction by the City of Greensboro.

BACKGROUND:

Attached is a Municipal Agreement with the North Carolina Department of Transportation. This agreement defines the cost and construction responsibilities of the City and the NCDOT on project EL-5101 DH, Greensboro Sidewalk Repair and Reconstruction Project. This project was made possible by the action of the MPO Transportation Advisory Committee, working in cooperation with the NCDOT, to direct Federal Surface Transportation Program Direct Apportionment (STP DA) funds to the City for this purpose

This project involves the repairing and replacing deficient sidewalk at various locations throughout Greensboro to eliminate barriers to accessibility. Please see Attachment A to the attached agreement for the locations.

The proposed Municipal Agreement provides for the City to repair and replace sidewalks in Federal Fiscal Year 2010 for 80% reimbursement in STP-DA funds through the NCDOT. Construction anticipated to begin in Fall 2010.

BUDGET IMPACT:

The Municipal Agreement establishes federal STP DA grant funds of up to \$600,000 which will be budgeted in account 401-4540-01 and the required 20% local match of up to \$150,000 that will be transferred from 441-6004-01.6401.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends and requests that City Council approve the attached budget ordinance and resolution authorizing the City Manager to execute the municipal agreement with the NCDOT.

Agenda Item: <u>35 436</u>

ORDINANCE ESTABLISHING THE BUDGET FOR PROJECT EL-5101 DH: SIDEWALK REPAIR AND RECONSTRUCTION PROJECT

Section 1:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the appropriation for the Project EL-5101 DH: Sidewalk Repair and Reconstruction Project Budget be established as follows:

Account	Description	<u>Amount</u>
401-4540-01.5611	Maint & Repair-Streets/Sidewalks	<u>\$750,000</u>
TOTAL		\$750,000

And, that this appropriation be financed by establishing the following Project EL-5101 DH: Sidewalk Repair and Reconstruction Project Budget accounts:

Account	Description	<u>Amount</u>
401-4540-01.7110 401-4540-01.9441	State Grant Transfer from Street Improv. Bond Fund	\$ 600,000 \$ 150,000
TOTAL:		\$750,000

Section 2:

And, that this ordinance should become effective upon adoption.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, NORTH CAROLINA

A motion was made by Resolution, and upon being put to a vote v	and seconded by	for the adoption of the following
Resolution, and upon being put to a vote v	vas duly adopted:	
WHEREAS, the Greensboro Urba implement multi-modal transportation nee Greensboro for Sidewalk Repair and Reco		nization in its effort to support and ted federal funding to the City of
WHEREAS, the City of Greensbo Municipal Agreement in order to receive \$		ent of Transportation are to enter into a
WHEREAS, the City of Greensbo	ro shall provide an estimated requir	red local match of \$150,000; and,
NOW, THEREFORE, BE IT RES the City of Greensboro and that the City M execute the agreement with the North Card	lanager and Clerk of this Municipal	formally approved by the City Council of ity are hereby empowered to sign and for Project EL-5101 DH.
I,true and correct copy of excerpts from theof, 20	, Clerk of the City of Greensbord Minutes of the meeting of the City	o, do hereby certify that the foregoing is a Council duly held on the
WITNESS, my hand and the offic 20	ial seal of said Municipality on this	theday of
(SEAL)		
	CLERK CITY OF GREENSBORO	
	NORTH CAROLINA	

NORTH CAROLINA
GUILFORD COUNTY

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 6/8/2010

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

TIP #: EL-5101 DH

AND WBS Elements: PE

ROW

CITY OF GREENSBORO CON 41823.3.11

OTHER FUNDING:

FEDERAL-AID NUMBER: STPDA-0708(32)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$600,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greensboro, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Title 23, Sections 133(d)(3) and 133(f) of the US Code require suballocation of Surface Transportation Program Funds to urbanized areas; and,

WHEREAS, the City of Greensboro has requested federal funding for Greensboro Sidewalk Repair and Reconstruction, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$600,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of repairing sidewalk and replacing deficient sidewalk in Greensboro at various locations to eliminate barriers to accessibility. See complete scope of work in Attachment A.

The Department's funding participation in the Project shall be restricted to the following eligible items:

Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Six Hundred Thousand Dollars (\$600,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$600,000	80 %	\$150,000	20 %
Total Estimated Cost \$750,000				

4. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package, by September 1, 2010. The Municipality shall complete the Project by September 30, 2011.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering and/or Construction Contract Administration is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department.
- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statues/Statues.asp and obtaining those permits required

thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10.PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11.UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

13. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

14. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force

Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

15. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation

Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoi.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

16. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

17. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Greensboro Sidewalk Repair and Reconstruction, or as required by an executed encroachment agreement.

18. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapqtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapqtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$600,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

CONSTRUCTION CONTRACT UNIT PRICES

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

RIGHT OF WAY

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

FORCE ACCOUNT

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

19. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

20. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for STP-DA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and

the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

21.SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the

Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:	CITY OF GREENS	SBORO
BY:	BY:	
TITLE:	TITLE:	
	DATE:	
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DAVIE ST S 100 EVEN	CYPRESS ST 900	ODD
	DAVIE ST S 100	ODD
DAVIE ST S 200 EVEN	DAVIE ST S 100	EVEN
	DAVIE ST S 200	EVEN

DAVIE ST S 300	EVEN
DEVON ST 700	EVEN
DEVON ST 700	ODD
DEWEY ST 600	EVEN
DEWEY ST 700	EVEN
DOAK ST 200	ODD
DOAK ST 200	EVEN
DOUGLAS ST 500	ODD
DOUGLAS ST 500	EVEN
DOUGLAS ST 600	EVEN
DOUGLAS ST 600	ODD
DOUGLAS ST 700	EVEN
DOUGLAS ST 700	ODD
DOUGLAS ST 800	EVEN
DULAIRE RD 2500	ODD
DULAIRE RD 2600	ODD
DULAIRE RD 2700	ODD
DULAIRE RD 2800	ODD
E WASHINGTON ST 1000	EVEN
E WASHINGTON ST 1000	ODD
E WASHINGTON ST 1100	ODD
E WASHINGTON ST 900	EVEN
E WASHINGTON ST 900	ODD
ELAM AVE S 100	EVEN
ELAM AVE S 200	ODD
ELAM AVE S 200	EVEN
ELAM AVE S 300	ODD
ELAM AVE S 300	EVEN
ELAM AVE S 400	ODD
ELAM AVE S 400	EVEN
ELAM AVE S 500	ODD
ELAM AVE S 600	ODD
ELAM AVE S 700	ODD
ELAM AVE S 700	EVEN
ELAM AVE S 800	ODD
ELAM AVE S 800	EVEN
ELWELL ST 1000	ODD
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ELWELL ST 1100	ODD
ELWELL ST 1200	ODD
ELWELL ST 600	ODD
ELWELL ST 700	ODD
ELWELL ST 800	ODD
ELWELL ST 900	ODD
EUGENE ST N 1000	ODD
EUGENE ST N 1000	EVEN
EUGENE ST N 700	ODD
EUGENE ST N 700	EVEN
EUGENE ST N 800	ODD
EUGENE ST N 800	EVEN
EUGENE ST N 900	ODD
EUGENE ST N 900	EVEN
FIFTH AVE 500	EVEN
FIFTH AVE 500	ODD
FIFTH AVE 600	EVEN
FIFTH AVE 600	ODD
FISHER AVE E 100	EVEN
FLORENCE ST 400	EVEN
FRAZIER RD 3900	EVEN
FRAZIER RD 4000	EVEN
GLENWOOD @ HAYWOOD ST	N/A
GLENWOOD @ OAK ST	N/A
GREENE ST N 400	EVEN
GREENE ST N 400	ODD
GREENE ST N 500	ODD
GREENE ST N 500	EVEN
GREENE ST N 600	ODD
GREENE ST N 600	EVEN
GREGORY ST @ HAYWOOD ST	N/A
GROOMETOWN RD 2800	ODD
GROOMETOWN RD 2900	ODD
GROOMETOWN RD 3000	ODD
GROOMETOWN RD 3100	ODD
GROOMETOWN RD 3200	ODD
GROOMETOWN RD 3300	ODD
	1

GROOMETOWN RD 3500	ODD
GROVE ST @ MCCORMICK ST	N/A
HOLDEN RD S 800	ODD
HUFFINE MILL RD 1100	EVEN
HUFFINE MILL RD 900	EVEN
LARCHMONT DR 1400	ODD
LARCHMONT DR 1500	ODD
LARCHMONT DR 1600	ODD
LEFTWICH ST 200	EVEN
LEFTWICH ST 200	ODD
LEXINGTON @ HAYWOOD ST	N/A
LEXINGTON @ HERTFORD ST	N/A
LEXINGTON @ OAK ST	N/A
LINCOLN ST 1000	ODD
LINCOLN ST 1000	EVEN
LINCOLN ST 900	ODD
LINCOLN ST 900	EVEN
LINDSAY ST E 800	EVEN
LORD FOXLEY DR 1400	EVEN
LORD FOXLEY DR 1800	EVEN
MAGNOLIA ST 1000	ODD
MAGNOLIA ST 1000	EVEN
MAGNOLIA ST 800	ODD
MAGNOLIA ST 800	EVEN
MAGNOLIA ST 900	EVEN
MARKET ST W 200	EVEN
MARKET ST W 300	ODD
MARKET ST W 300	EVEN
MARKET ST W 400	EVEN
MARKET ST W 400	ODD
MARKET ST W 500	EVBN
MARTIN ST 500	EVEN
MARTIN ST 500	ODD
MARTIN ST 600	EVEN
MARTIN ST 600	ODD
MARTIN ST 700	EVEN
MARTIN ST 700	ODD

MEADOWVIEW RD W 1000	ODD
MEADOWVIEW RD W 700	ODD
MEADOWVIEW RD W 800	ODD
MEADOWVIEW RD W 900	ODD
MERRITT DR 2400	ODD
MERRITT DR 2500	ODD
MERRITT DR 2500	EVEN
MERRITT DR 2600	EVEN
NEW GARDEN RD 1100	EVEN
NEW GARDEN RD 1200	EVEN
NEW GARDEN RD 1200	ODD
NEW GARDEN RD 1300	EVEN
NEW GARDEN RD 1300	ODD
NEW GARDEN RD 1400	EVEN
NEW GARDEN RD 1400	ODD
NEW GARDEN RD 1500	EVEN
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NORTHRIDGE 600	ODD
NORTHRIDGE 600	EVEN
NORTHRIDGE 700	ODD
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NORTHRIDGE 800	ado
NORTHRIDGE 800	EVEN
ORCHARD ST 1400	EVEN
ORCHARD ST 1600	EVEN
ORCHARD ST 1700	EVEN
ORCHARD ST 1800	EVEN
PEEBLES DR 3000	ODD
PEEBLES DR 3000	EVEN
PEEBLES DR 3100	ODD
PEEBLES DR 3100	EVEN
PENNYDALE DR 4300	EVEN
PENNYDALE DR 4400	EVEN

PHILLIPS AVE 1700 EVEN PHILLIPS AVE 1800 ODD PHILLIPS AVE 1800 EVEN PHILLIPS AVE 1800 EVEN PHILLIPS AVE 1900 EVEN PHILLIPS AVE 2100 ODD PHILLIPS AVE 2100 ODD PHILLIPS AVE 2200 ODD PHILLIPS AVE 2200 ODD PHILLIPS AVE 2300 EVEN PHILLIPS AVE 2400 ODD PHILLIPS AVE 2400 ODD PHILLIPS AVE 2500 ODD PHILLIPS AVE 2500 ODD PHILLIPS AVE 2600 ODD SOUTH ST 200 EVEN SOUTH ST 500 EVEN SOUTH ST 500 EVEN SOUTH ST 500 EVEN SOUTH ST 500 EVEN SOUTH ST 600 ODD SOUTH ST 600 ODD SOUTH ST 600 EVEN WALKER AVE 1600 EVEN WALKER AVE 1600 EVEN WALKER AVE 1600 EVEN WALKER AVE 1800 ODD WALKER AVE 2800 ODD WALKER AVE 2000 EVEN WALKER AVE 2000 EVEN WALKER AVE 2000 EVEN WALKER AVE 2000 ODD WALKER AVE 2000 EVEN WALKER AVE 2100 ODD WALKER AVE 2100 ODD WALKER AVE 2200 ODD WALKER AVE 2200 ODD WALKER AVE 2200 ODD WALKER AVE 2200 ODD	PHILLIPS AVE 1600	EVEN
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PHILLIPS AVE 2800 ODD SOUTH ST 200 EVEN SOUTH ST 500 ODD SOUTH ST 500 ODD SOUTH ST 600 ODD SOUTH ST 600 ODD SOUTH ST 600 ODD SOUTH ST 600 EVEN SUMMIT AVE 100 ODD SUSSMANS ST 300 EVEN VANDALIA RD W 1400 EVEN WALKER AVE 1600 EVEN WALKER AVE 1600 ODD WALKER AVE 1800 ODD WALKER AVE 1800 ODD WALKER AVE 1900 EVEN WALKER AVE 2000 EVEN WALKER AVE 2000 EVEN WALKER AVE 2100 ODD WALKER AVE 2100 ODD WALKER AVE 2100 ODD WALKER AVE 2100 ODD	PHILLIPS AVE 2500	ODD
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SOUTH ST 200 EVEN SOUTH ST 500 ODD SOUTH ST 500 EVEN SOUTH ST 600 ODD SOUTH ST 600 EVEN SUMMIT AVE 100 ODD SUSSMANS ST 300 EVEN VANDALIA RD W 1400 EVEN VANDALIA RD W 1600 EVEN WALKER AVE 1600 EVEN WALKER AVE 1600 ODD WALKER AVE 1800 ODD WALKER AVE 1900 EVEN WALKER AVE 2000 EVEN WALKER AVE 2000 EVEN WALKER AVE 2100 ODD WALKER AVE 2100 EVEN WALKER AVE 2100 ODD WALKER AVE 2200 ODD	PHILLIPS AVE 2800	ODD
SOUTH ST 500 ODD SOUTH ST 500 EVEN SOUTH ST 600 ODD SOUTH ST 600 EVEN SUMMIT AVE 100 ODD SUSSMANS ST 300 EVEN VANDALIA RD W 1400 EVEN VANDALIA RD W 1600 EVEN WALKER AVE 1600 EVEN WALKER AVE 1600 ODD WALKER AVE 1800 ODD WALKER AVE 1900 EVEN WALKER AVE 1900 ODD WALKER AVE 2000 EVEN WALKER AVE 2100 ODD WALKER AVE 2100 EVEN WALKER AVE 2100 ODD WALKER AVE 2200 ODD	SOUTH ST 200	ODD
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SUMMIT AVE 100 ODD SUSSMANS ST 300 EVEN VANDALIA RD W 1400 EVEN VANDALIA RD W 1600 EVEN WALKER AVE 1600 ODD WALKER AVE 1600 EVEN WALKER AVE 1800 EVEN WALKER AVE 1800 ODD WALKER AVE 1900 EVEN WALKER AVE 2000 EVEN WALKER AVE 2000 EVEN WALKER AVE 2000 EVEN WALKER AVE 2100 ODD WALKER AVE 2100 ODD WALKER AVE 2100 ODD WALKER AVE 2200 ODD	SOUTH ST 600	ODD
SUSSMANS ST 300 EVEN VANDALIA RD W 1400 EVEN VANDALIA RD W 1600 EVEN WALKER AVE 1600 EVEN WALKER AVE 1600 ODD WALKER AVE 1800 EVEN WALKER AVE 1800 ODD WALKER AVE 1900 EVEN WALKER AVE 2000 EVEN WALKER AVE 2000 EVEN WALKER AVE 2000 EVEN WALKER AVE 2100 ODD WALKER AVE 2100 ODD WALKER AVE 2100 ODD WALKER AVE 2200 ODD	SOUTH ST 600	EVEN
VANDALIA RD W 1400 EVEN VANDALIA RD W 1600 EVEN WALKER AVE 1600 ODD WALKER AVE 1800 EVEN WALKER AVE 1800 ODD WALKER AVE 1900 EVEN WALKER AVE 1900 ODD WALKER AVE 2000 EVEN WALKER AVE 2000 EVEN WALKER AVE 2100 EVEN WALKER AVE 2100 ODD WALKER AVE 2100 ODD WALKER AVE 2200 ODD	SUMMIT AVE 100	ODD
VANDALIA RD W 1600 EVEN WALKER AVE 1600 ODD WALKER AVE 1600 EVEN WALKER AVE 1800 EVEN WALKER AVE 1800 ODD WALKER AVE 1900 EVEN WALKER AVE 1900 ODD WALKER AVE 2000 EVEN WALKER AVE 2000 EVEN WALKER AVE 2100 EVEN WALKER AVE 2100 ODD WALKER AVE 2100 ODD WALKER AVE 2200 ODD	SUSSMANS ST 300	EVEN
WALKER AVE 1600 EVEN WALKER AVE 1600 ODD WALKER AVE 1800 EVEN WALKER AVE 1800 ODD WALKER AVE 1900 EVEN WALKER AVE 1900 ODD WALKER AVE 2000 EVEN WALKER AVE 2000 EVEN WALKER AVE 2100 EVEN WALKER AVE 2100 ODD WALKER AVE 2100 ODD	VANDALIA RD W 1400	EVEN
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	WALKER AVE 2100	ODD
WALKER AVE 2200 EVEN	WALKER AVE 2200	ODD
	WALKER AVE 2200	EVEN

ATTACHMENT A

WALKER AVE 2300	ODD
WALKER AVE 2300	EVEN
WALKER AVE 2400	ODD
WALKER AVE 2400	EVEN
WALKER AVE 2500	ODD
WALKER AVE 2500	EVEN
WALKER AVE 2600	ODD
WALKER AVE 2600	EVEN
WASHINGTON ST W 200	EVEN
WASHINGTON ST W 200	ODD
WHARTON ST 1000	ODD
WHARTON ST 1000	EVEN
WHARTON ST 700	EVEN
WHARTON ST 800	EVEN
WHARTON ST 900	EVEN
WILLOW RD 1000	EVEN
WILLOW RD 1000	ODD
WILLOW RD 1100	EVEN
WILLOW RD 1100	ODD
WILLOW RD 1200	EVEN
WILLOW RD 1200	ODD
WILLOW RD 1300	EVEN
WILLOW RD 1300	ODD
WILLOW RD 1400	EVEN
WILLOW RD 1500	EVEN
WILLOW RD 1500	ODD
WILLOWBROOK DR 500	EVEN
WILLOWBROOK DR 800	EVEN
WILLOWBROOK DR 900	EVEN



City of Greensboro

City Council

Agenda Item

TITLE: Mur resurfacing F	nicipal Agreement with the North Car EL-5101 DI.	olina Department o	f Transportation for greenway	
Department:	Transportation	Meeting Date:	July 20, 2010	
Contact 1:	Adam Fischer	Public Hearing:	N/A	
Phone:	373-2861	Advertising Date / Advertised By:	N/A	
Contact 2:	Tyler Meyer	Council District:	3	
Phone:	373-2254	Authorized Signatur	e: Stark D Center	
Attachments:	Attachment A: Budget Ordinance for Project EL-5101 DI			

PURPOSE:

Approve execution of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) and approval of an associated budget ordinance for resurfacing of existing greenways by the City of Greensboro.

BACKGROUND:

Attached is a Municipal Agreement with the North Carolina Department of Transportation. This agreement defines the cost and construction responsibilities of the City and the NCDOT on project EL-5101 DI, Greensboro Greenway Resurfacing Project. This project was made possible by the action of the MPO Transportation Advisory Committee, working in cooperation with the NCDOT, to direct Federal Surface Transportation Program Direct Apportionment (STP DA) funds to the City for this purpose

This project involves the resurfacing of existing greenways within the corporate limits of the City of Greensboro as follows: (a) A&Y (Bicentennial) Trail: Pisgah Church Road to Guilford Courthouse National Military Park and; (b) Latham Park Greenway: Battleground Avenue to Wendover Avenue.

The proposed Municipal Agreement provides for the City to resurface these trails in Federal Fiscal Year 2010 for 80% reimbursement in STP-DA funds through the NCDOT. Construction is anticipated to begin in Fall 2010.

BUDGET IMPACT:

The Municipal Agreement establishes federal STP DA grant funds of up to \$190,000 which will be budgeted in account 401-4541-01 and the required 20% local match of up to \$47,500 that will be transferred from 441-6004-01.6401.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends and requests that City Council approve the attached budget ordinance and resolution authorizing the City Manager to execute the municipal agreement with the NCDOT.

Agenda Item: 37 \$58

ORDINANCE ESTABLISHING THE BUDGET FOR PROJECT EL-5101 DI: GREENWAY RESURFACING PROJECT

Section 1:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the appropriation for the Project EL-5101 DI: Greenway Resurfacing Project Budget be established as follows:

Account	Description	<u>Amount</u>
401-4541-01.5611	Maint & Repair-Streets/Sidewalks	\$237,500
TOTAL		\$237,500

And, that this appropriation be financed by establishing the following Project EL-5101 DI: Greenway Resurfacing Project Budget accounts:

Account	Description	<u>Amount</u>
401-4541-01.7110 401-4541-01.9441	State Grant Transfer from Street Improv. Bond Fund	\$190,000 \$ 47,500
TOTAL:		\$237,500

Section 2:

And, that this ordinance should become effective upon adoption.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, NORTH CAROLINA

A motion was made by	and seconded by vas duly adopted:	for the adoption of the following
		anization in its effort to support and sted federal funding to the City of Greensboro
WHEREAS, the City of Greensbo Municipal Agreement in order to receive \$		ent of Transportation are to enter into a
WHEREAS, the City of Greensbo	oro shall provide an estimated requi	red local match of \$47,500; and,
NOW, THEREFORE, BE IT RES the City of Greensboro and that the City M execute the agreement with the North Card I, true and correct copy of excerpts from the	Manager and Clerk of this Municipa olina Department of Transportation	for Project EL-5101 DI.
of, 20		
WITNESS, my hand and the offic 20	ial seal of said Municipality on this	s theday of,
(SEAL)		
	CLERK CITY OF GREENSBORO NORTH CAROLINA	

NORTH CAROLINA

LOCALLY ADMINISTERED PROJECT -**FEDERAL**

GUILFORD COUNTY

DATE: 5/27/2010

NORTH CAROLINA DEPARTMENT OF

TRANSPORTATION

TIP #: EL-5101 DI

WBS Elements: PE AND

ROW

CON 41823.3.12 CITY OF GREENSBORO

OTHER FUNDING:

FEDERAL-AID NUMBER: STPDA-

0708(30)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$190,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greensboro, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Title 23, Sections 133(d)(3) and 133(f) of the US Code require suballocation of Surface Transportation Program Funds to urbanized areas; and,

WHEREAS, the City of Greensboro has requested federal funding for Greenway Resurfacing, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$190,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of trail resurfacing in Greensboro along the A&Y (Bicentennial) Trail from Pisgah Church Road to the Guilford Courthouse National Military Park and the Latham Park Greenway from Battleground Avenue to Wendover Avenue.

The Department's funding participation in the Project shall be restricted to the following eligible items:

Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of One Hundred Ninety Thousand Dollars (\$190,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbu Ra		Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$190,000	80 %		\$47,500	20 %
Total Estimated Cost			\$237,500)	

4. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package by September 1, 2010. The Municipality shall complete the Project by September 30, 2011.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering and/or Construction Contract Administration is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Sald policies and standards are incorporated in this Agreement by reference at www.fbwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department.
- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as
 part of this Agreement, unless the Department provides written approval of the
 advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines, Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleq.net/gascripts/Statues/Statutes_asp and obtaining those permits required

thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11.UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

13. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

14. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force

Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

15. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation

Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

16. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

17. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Greenway Resurfacing, or as required by an executed encroachment agreement.

18. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$190,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

CONSTRUCTION CONTRACT UNIT PRICES

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

RIGHT OF WAY

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

FORCE ACCOUNT

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

19. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

20. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for STP-DA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and

the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

21. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the

Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:		CITY OF GREENSBORO
BY:	The second secon	BY:
TITLE:		TITLE
		DATE:
any gift from a the State. By and its employ	inyone with a contract wi	prohibit the offer to, or acceptance by, any State Employee of the State, or from any person seeking to do business with se in this procurement, you attest, for your entire organization are not aware that any such gift has been offered, accepted, or ganization.
Approved by _		of the City of Greensboro as attested to by the
signature of _		Clerk of the on
	(Date)	
		This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
	(SEAL)	(FINANCE OFFICER)
		Federal Tax Identification Number
		City of Greensboro
		Remittance Address:
		DEPARTMENT OF TRANSPORTATION
		BY:
		DATE:
APPROVED I	BY BOARD OF TRANSF	PORTATION ITEM O:(Date)



City of Greensboro

City Council

Agenda Item

		arolina Department of Transportation for the Downtown		
Greenway Pl	nase II Project EL-5101 DJ.			
Department:	Transportation	Meeting Date: July 20, 2010		
Contact 1:	Adam Fischer	Public Hearing: N/A		
Phone:	373-2861	Advertising Date / N/A Advertised By:		
Contact 2:	Tyler Meyer	Council District: 1 & 2		
Phone:	373-2254	Authorized Signature: Stigh D. Cante		
Attachments:	Attachment A: Budget Ordinance for Project EL-5101 DJ Attachment B:Resolution Authorizing Execution of Municipal Agreement with the NCDOT Attachment C: Municipal Agreement with the NCDOT			

PURPOSE:

Approve execution of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) and approval of an associated budget ordinance for the Downtown Greenway Phase II by the City of Greensboro.

BACKGROUND:

Attached is a Municipal Agreement with the North Carolina Department of Transportation. This agreement defines the cost and construction responsibilities of the City and the NCDOT on project EL-5101 DJ, Downtown Greenway Phase 2 Project Design and Environmental Document. This project was made possible by the action of the MPO Transportation Advisory Committee, working in cooperation with the NCDOT, to direct SAFETEA-LU High Priority Funds to the City for this purpose

This project involves the development of an environmental document and 100% of the cost for construction plans for Phase 2 of the Downtown Greenway in Greensboro. The limits of the design project are (a) Murrow Boulevard from Lee Street to Fisher Avenue and (b) along Fisher Avenue from Murrow Boulevard to Eugene Street. The design will include a redesign of the Murrow – Lee intersection, reducing Murrow Boulevard from 6 lanes divided to 4 lanes divided with the trail on the eastern side and reducing Fisher Avenue from 3 lanes to 2 lanes with the trail on the northern side.

The proposed Municipal Agreement provides for the City to design Phase 2 of the Downtown Greenway in Federal Fiscal Year 2011 for 100% reimbursement in SAFETEA-LU High Priority funds through the NCDOT. Design work is anticipated to begin in Fall 2010

BUDGET IMPACT:

The Municipal Agreement establishes federal SAFETEA-LU High Priority Funds of up to \$487,000 which will be budgeted in account 401-4542-01. The SAFETEA-LU High Priority Funds require no local matching funds.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends and requests that City Council approve the attached budget ordinance and resolution authorizing the City Manager to execute the municipal agreement with the NCDOT.

ORDINANCE ESTABLISHING THE BUDGET FOR PROJECT EL-5101 DJ: DOWNTOWN GREENWAY PHASE II PROJECT

Section 1:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the appropriation for the Project EL-5101 DJ: Downtown Greenway Phase II Project Budget be established as follows:

Account	Description	<u>Amount</u>
401-4542-01.5410	Professional Service-Capital Project	<u>\$487,000</u>
TOTAL		\$487,000

And, that this appropriation be financed by establishing the following Project EL-5101 DJ: Downtown Greenway Phase II Project Budget accounts:

Account	Description	Amount
401-4542-01.7110	State Grant	<u>\$487,000</u>
TOTAL:		\$487,000

Section 2:

And, that this ordinance should become effective upon adoption.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, NORTH CAROLINA

A motion was made by	and seconded by	for the adoption of the following
Resolution, and upon being put to a vote	was duly adopted:	
WHEREAS, the Greensboro Urb implement multi-modal transportation ned Greensboro for Downtown Greenway Pha	eds in the Greensboro area has direc	anization in its effort to support and ted federal funding to the City of
WHEREAS, the City of Greensbe Municipal Agreement in order to receive	*	ent of Transportation are to enter into a
WHEREAS, the City of Greensbo	oro shall provide no required local n	natch; and,
NOW, THEREFORE, BE IT RES the City of Greensboro and that the City M execute the agreement with the North Car	Manager and Clerk of this Municipal	
I,true and correct copy of excerpts from theof, 20	Clerk of the City of Greensbore Minutes of the meeting of the City	o, do hereby certify that the foregoing is a Council duly held on the
WITNESS, my hand and the office	cial seal of said Municipality on this	theday of
(SEAL)		
	CLERK	
	CITY OF GREENSBORO	
	NORTH CAROLINA	

NORTH CAROLINA

LOCALLY ADMINISTERED PROJECT - FEDERAL

GUILFORD COUNTY

DATE: 6/7/2010

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

TIP #: EL-5101 DJ

AND WBS Elements: PE

41823.1.2

10

ROW ____

CITY OF GREENSBORO

CON

OTHER FUNDING:

FEDERAL-AID NUMBER: STPDA-

0708(31)

CFDA#: 20.205

Total Funds [NCDOT Participation] \$487,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greensboro, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Section 1702 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes High Priority Projects funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of Greensboro has requested federal funding for Downtown Greenway, Phase 2, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$487,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of developing environmental document and 100% construction design of the Phase 2 portion of the Downtown Greenway in Greensboro. Project limits are along Murrow Boulevard from Lee Street to Fisher Avenue and along Fisher Avenue from Murrow Boulevard to Eugene Street. The design will entail redesigning the Lee and Murrow intersection, reducing the number of lanes on Murrow from six lanes divided to four lanes divided with a multi-use path on the east side, and reducing Fisher Avenue from three lanes to two lanes with the multi-use path on the north side.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Four Hundred Eighty Seven Thousand Dollars (\$487,000), as detailed below. The Municipality shall provide all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimburse Rate	ment Non-Fede Match	
High Priority Projects	\$487,000	100 %	\$0	0 %
Total Estimated Cost \$487,000			ente estas e Anna esta Branco Anna e Anna e a en	

4. TIME FRAME

The Municipality shall complete the Project by December 31, 2011.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering and/or Construction Contract Administration is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

 The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.

- All Professional Services Firms shall be pre-qualified by the Department.
- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$487,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

BILLING THE DEPARTMENT

PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

10. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

11.OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for High Priority Projects funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds pald to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

12. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

AITEST:	CITY OF GREENSBORO	
D) /		
BY:	BY:	*****
TITLE:	TITLE:	
EP? be bes >		rra nderial
	DATE:	
any gift from anyone with a the State. By execution of a	e Order 24 prohibit the offer to, or acceptance by, any State Employ contract with the State, or from any person seeking to do business on the procurement, you attest, for your entire organize, that you are not aware that any such gift has been offered, accept of your organization.	with ation
Approved by	of the City of Greensboro as attested to by the	
signature of	Clerk of the on	
(Date		
	This Agreement has been pre-audited in the mann required by the Local Government Budget and Fis Control Act.	ier cal
(SEAL)	(FINANCE OFFICER)	
	Federal Tax Identification Number	
	City of Greensboro	
	Remittance Address:	
	DEPARTMENT OF TRANSPORTATION	
	BY:(STATE HIGHWAY ADMINISTRATOR)	****
	DATE:	
APPROVED BY BOARD OF	TRANSPORTATION ITEM O:(Dat	te)



Attachments:

City of Greensboro

City Council

Agenda Item

NA

TITLE: Tanke	rsley Drive/Church Street	Intersection Improvement – Con	tract 2010-004
Department:	Transportation	Meeting Date:	July 20, 2010
Contact 1:	Adam Fischer	Public Hearing:	N/A
Phone:	373-2861	Advertising Date/ Advertised By:	N/A
Contact 2:	Michael Cramer	Council District:	$a = \frac{3}{2}$
Phone:	373-2568	Authorized Signature:	K-Lesk

PURPOSE: Bids have been received and award of the contract is requested. City Council approval is required.

BACKGROUND: Improvements to the intersection of Tankersley Drive and Church Street are required to improve traffic safety and to improve traffic flow through this intersection. A traffic signal will also be installed upon completion of the intersection improvements. The intersection improvements were identified with the Church Street improvement project and will be funded with 2000 Transportation Bond funds.

The City of Greensboro opened bids on June 24, 2010. The apparent lowest responsible bid was submitted by APAC-Atlantic with a bid of \$486,844.25. The MWBE project goals were met with 7.2% MBE and 6.3% WBE utilization.

The anticipated date for start of construction is August 16, 2010, with anticipated completion by October 29, 2010.

Other bids received were:

Larco Construction	\$515,353.00	Sharpe Brothers	\$518,680.85
Pedulla Trucking	\$549,393.80	Atlantic Contracting	\$567,921.80
Triangle Grading & Paving	\$598,697.12	Yates Construction	\$620,914.60
J. R. Lynch & Sons	\$635,837.00 (non-re	esponsive, failed to include Ado	dendum #2)

BUDGET IMPACT: Funds for this acquisition are available in Account #: 441-6005-01.6014, Activity # 09179

RECOMMENDATION / ACTION REQUESTED: The Department of Transportation and the Department of Engineering and Inspections recommend award of the Tankersley Drive Intersection Improvement Contract 2010-004 to APAC-Atlantic, Inc., for the bid amount of \$486,844.25.

Agenda Item:



City of Greensboro City Council Agenda Item

Title: Sale o	of City Property to Greensboro F	Properties I,LLC, Freema	n Mill Road ROW at terminus of
Houston Stro	eet		
Department;	Engineering & Inspections	Meeting Date;	July 20,2010
Contact 1:	Walter L. Simmons	Public Hearing:	N/A
Phone:	373-2379	Advertising Date/ Advertised By:	N/A
Contact 2:	Theodore Partrick	Council District:	3
Phone:	373-2308	Authorized Signatur	e: Water I. Ju
Attachments:	Engineering Records Map & Vicini		

PURPOSE:

Edwards Community Development Company (Greensboro Properties I, LLC) wishes to acquire City property to be a part of a proposed development. City Council approval is required to proceed with the sale of the property

BACKGROUND:

The subject property is owned by the City of Greensboro. It is portion of the Freeman Mill Road rightof-way and is located at the terminus of Houston Street. It has an area of 3,913 square feet. Greensboro Properties I, LLC is the adjoining property owner who wishes to purchase the property to re-combine with their property for a future development. The purchaser has agreed to provide a permanent access easement over this property for maintenance of the adjoining right-of-way and bridge.

An independent appraisal established a value of \$8,000.00 for the property. The agreed sales price is the appraised value of \$8,000.00

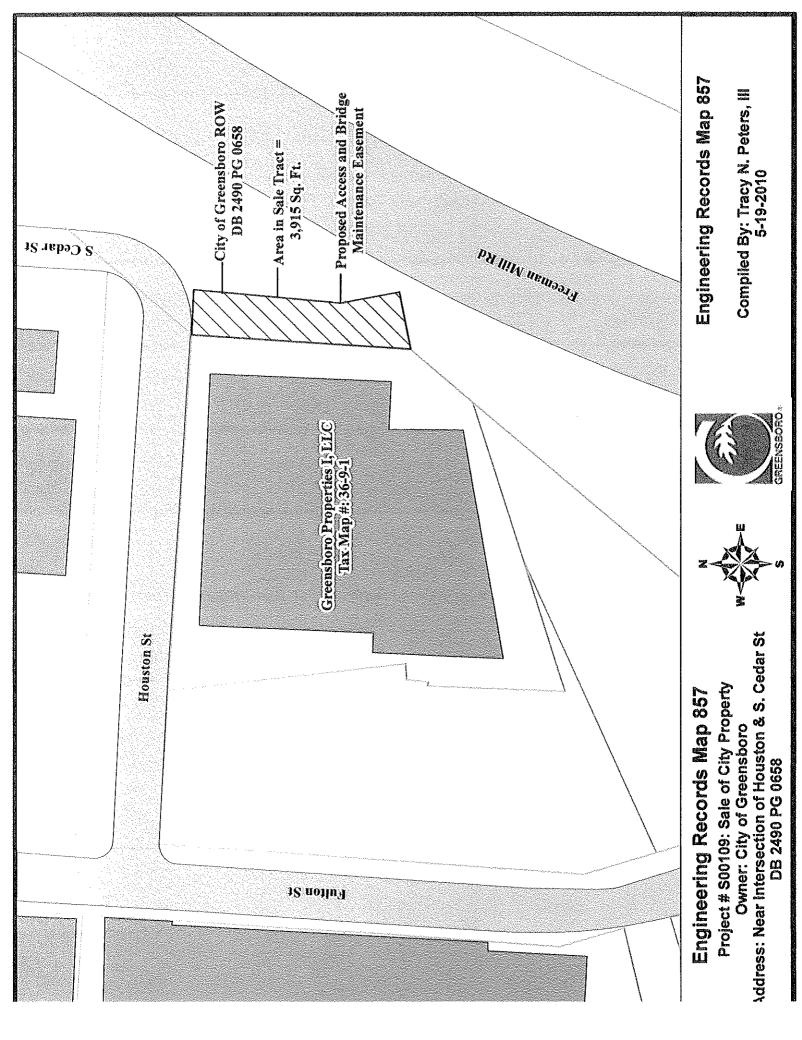
BUDGET IMPACT:

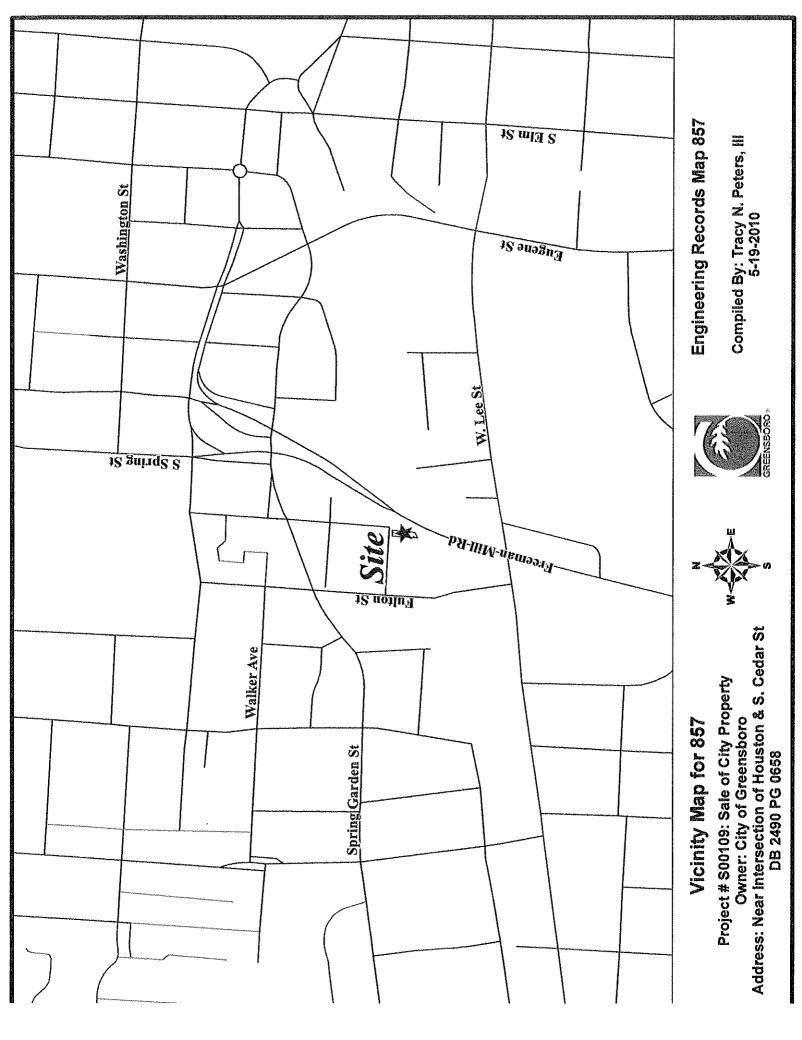
Proceeds to be deposited into the general fund account number 101-0000-00.8616

RECOMMENDATION / ACTION REQUESTED;

Property Management recommends City Council approval of the sale of this City owned property at the appraised value of \$8,000.00 with the access and bridge maintenance easement to Greensboro Properties I, LLC.

Agenda Item: 42







City of Greensboro City Council

Agenda Item

TITLE:	Budget A	djustments	Approved	by	Budget	Officer	5/1-6/30/10

Department:	Budget & Evaluation	Meeting Date:	July 20, 2010
Contact 1:	Larry Davis	Public Hearing:	N/A
Phone:	373.2291	Advertising Date / Advertised By:	N/A
Contact 2:	Joan Blackburn	Council District:	N/A
Phone:	373.2710	Authorized Signatu	re:
Attachments:			

PURPOSE:

In compliance w/ G.S. 159-15 and Resolution passed by Council on July 2, 1973, the following budget adjustments are submitted for your information for the period May 1 through June 30, 2010.

RECOMMENDATION / ACTION REQUESTED:

This information is being provided to Council for information purposes only.

Agenda Item: 43

BUDGET ADJUSTMENT REPORT FOR CITY COUNCIL

DATES

May 1- May 31, 2010

Budget Adjustments Approved by Budget Officer

5/1/2010 -5/31/2010

In compliance with G.S. 159-15 and Resolution passed by Council on July 2, 1973, the following budget adjustment are submitted for your information

Unencumbered Amount Affer Adjustment	\$4,500 \$7,500		\$21,750	\$2,640	\$1,079	\$2,865	\$505	80	S	\$349	Š	\$5.528	\$612	\$372	\$400	€8 €9	\$270	\$25	\$56	\$30	\$227	\$877	\$86	\$23	\$87	\$338
Total	<u>87,500</u>	\$44,860																								
Amount	\$7,500 \$7,500		\$33,360	\$3,000	\$1,500	\$5,000	\$500	\$1,000	\$500	\$9,000	\$10	\$12,000	\$5,000	\$1,500	\$2,500	\$100	\$500	\$250	\$700	\$400	\$2,500	\$3,000	\$1,000	\$600	\$800	\$2,000
Accountito	220-3582-01. 6059									216-0219-10, 4410	216-0219-10. 5413	216-0219-10. 5414	216-0219-10, 5510	216-0219-10. 5520	216-0219-10, 5540	216-0219-12. 5211	216-0219-12. 5213	216-0219-12. 5222	216-0219-12. 5223	216-0219-12, 5411	216-0219-12. 5431	216-0219-12. 5432	216-0219-12, 5439	216-0219-12. 5510	216-0219-12. 5520	216-0219-14, 5222
Account From	220-3582-01, 5114			216-0219-10, 4510	٠.	216-0219-10, 4610	216-0219-10, 4650	216-0219-10, 4730	216-0219-10, 4740																	
Department Budget Adj# Account Description	2010184 POLICE DEPARTMENT CELLULAR PHONES OTHER CAPITAL EQUIPMENT	2010211 EXECUTIVE	SALARIES & WAGES	FICA CONTRIBUTION	RETIREMENT CONTRIBUTION	HEALTH COVERAGE-ACTIVE	DENTAL COVERAGE-ACTIVE	WORKER'S COMPENSATION	UNEMPLOYMENT COMPENSATION	LONGEVITY	CONSULTANT SERVICES	TEMPORARY SERVICES	BUSINESS AND MEETING EXPENSES	SEMINAR/TRAINING EXPENSES	MILEAGE REIMBURSEMENT	POSTAGE	OFFICE SUPPLIES	PROFESSIONAL ORGANIZATION DUES	SUBSCRIPTIONS	AUDITING SERVICES	IN-HOUSE PRINTING SERVICES	DESKTOP SERVICES	OTHER INTERNAL SERVICES	BUSINESS AND MEETING EXPENSES	SEMINAR/TRAINING EXPENSES	PROFESSIONAL ORGANIZATION DUES

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Unencumbered Amount After Total Adjustment	\$492	\$49	\$88,486 \$418,291 \$1,775,877	\$45,000 \$1,287,598 \$599	\$34,000 \$6,382 \$0	\$6,700 \$2,000 \$300 \$156 \$2,783	\$45,082 \$42,288 \$6,242 \$3,083 \$9,796 \$41,085 \$417 \$6,217 \$1,132 \$417 \$898 \$1,132 \$1,132
Amount	\$2,000	\$1,000	\$88,486 \$88,486	\$45,000 \$45,000	\$34,000 \$34,000	\$6,000 \$700 \$2,100 \$4,600	\$31,150 \$607 \$2,495 \$5,380 \$2,110 \$3,100 \$31,150 \$607 \$2,495 \$5,380 \$3,100 \$3,100
Account To	216-0219-14, 5520	216-0219-14, 5949	503-7019-02. 6017	101-0201-01. 5414	441-6004-02. 5240	101-5024-01. 5111 101-5024-01. 5121	101-5028-05. 4110 101-5028-05. 4410 101-5028-05. 4520 101-5028-05. 4610 101-5028-05. 5121 101-5028-05. 5435
Account From			503-7019-02, 6017	101-0205-01, 5933	441-6004-01, 6012	101-5001-02, 5230 101-5001-02, 5435	101-5022-50, 4110 101-5001-01, 4410 101-5022-50, 4520 101-5022-50, 4610 101-5022-50, 5256 101-5022-50, 5627
Department Budget Adj# Account Description	SEMINAR/TRAINING EXPENSES	MISCELLANEOUS	WATER RESOURCES SEWER LINES SEWER LINES	BUDGET AND EVALUATION ECONOMIC DEVELOPMENT INCENTIVES TEMPORARY SERVICES	TRANSPORTATION LAND RIGHT-OF-WAY TRAFFIC SIGNAL & LIGHTING EQUIPMENT	PARKS AND RECREATION MEDICAL SUPPLIES/FIRST AID RADIO SERVICES TELEPHONE-LOCAL HEAT & ELECTRIC	PARKS AND RECREATION SALARIES & WAGES LONGEVITY RETIREMENT CONTRIBUTION HEALTH COVERAGE-ACTIVE LIFE INSURANCE-ACTIVE RENTAL OF LICENSED CITY VEHICLES MAINTENANCE & REPAIR - OTHER SALARIES & WAGES LONGEVITY RETIREMENT CONTRIBUTION HEALTH COVERAGE-ACTIVE LIFE INSURANCE-ACTIVE HEAT & ELECTRIC RADIO SERVICES
3udget Adj#			2010212	2010213	2010214	2010215	<u>2010216</u>

Unencumbered Amount After Adjustment		\$9,000	\$3,329	\$5.000	\$500	\$84,023	\$7,491	\$2.841	\$552	\$(292)	\$120	\$163	\$2,941	\$2,304	\$3,354	\$(273)	\$54		80	\$624	\$18,881		\$197,910	\$1,714	\$758		\$7,927	\$6,229	\$6,987	\$3,890	\$3,414	\$6,609	\$6,371
Unic Ai Total	\$58,500																	\$19,002				\$44,000				\$159,000							
Amount		\$10,000	\$1,000	\$15,000	\$1,000	\$30,000	\$1,500	\$5,000	\$2,400	\$1,800	\$1,300	\$1,600	\$8,000	\$7,400	\$9,000	\$4,000	\$18,000		\$19,002	\$121	\$18,881		\$44,000	\$34,000	\$10,000		\$10,000	\$5,000	\$10,000	\$5,000	\$5,000	85,000 85,000	90,000
Account To								216-0284-40, 5414	216-0284-42. 5114	216-0284-42. 5432	216-0284-42. 5510	216-0284-42. 5567		216-0284-52. 5254	216-0284-52. 5277	216-0284-52. 5520	216-0284-62. 5429			503-7017-01. 5627	503-7019-01. 5627				101-2001-01. 5224								
Account From			216-0284-40, 4510	216-0284-49, 4150	216-0284-49, 4510	216-0284-59, 4150	216-0284-59, 4510												503-7017-01, 6016				101-2001-01, 4110								521-7510-05, 4520	521-7510-05, 4610	
Department Budget Adj# Account Description	EXECUTIVE	ROSTER WAGES	FICA CONTRIBUTION	PAYROLL ONLY WAGES	FICA CONTRIBUTION	PAYROLL ONLY WAGES	FICA CONTRIBUTION	TEMPORARY SERVICES	CELLULAR PHONES	DESKTOP SERVICES	BUSINESS AND MEETING EXPENSES	WIA Workforce Assessment Costs	VIA INDIVIDUAL IRAINING	KENIAL OF EQUIPMEN	PROMOTIONS - COMMUNITY EVENTS	SEMINAK/I KAINING EXPENSES	OTHER CONTRACTED SERVICES	WATER RESOURCES	WATER LINES		MAIN LENANCE & REPAIR - OTHER	BUDGET AND EVALUATION	SALARIES & WAGES		OUISIDE PRINTING & POBLISHING	WAR MEMORIAL COLISEUM COMPLEX	FICA CONTRIBUTION	THE REWIEN CONTRIBOTION	FICA CONTRIBITION	RETIREMENT CONTRIBILITION	HEALTH COVERAGE ACTIVE	SALARIES & WAGES	
Budget Adj#	2010217																	2010218				2010219				2010220							

Unencumbered Amount After	Adjustment	\$26,561	\$27.414	\$6.679	53.146	62,000	44, uo4	40,00	\$7,486	\$8,096	\$4,010	\$5,991	\$113,409	\$35,500	\$32,857 \$7,500		\$616,619 \$(239,949)		\$118,163	\$11,560	\$5,995		\$108,209	\$6,000		90	80	\$306,925	80	\$83	Ç.
	Fotal														\$7,500	\$2,700		\$12,873				\$6,000			\$224,356			,			
	Amount	\$5,000	\$35,000	\$15,000	\$5,000	\$4,000	\$8,000	640,000	\$10,000	\$14,000	\$5,000	\$13,000	\$120,000	459,000	\$7,500 \$7,500		\$2,700 \$2,700		\$6,878	\$5,995 \$6.878	\$5,995		\$6,000	\$6,000		\$5,134	\$69,000		\$38,856	\$10,000	\$125,500
A. C.	Account 10												521-7535-06. 5621 521-7510-01. 6420		220-2262-01. 5413		504-7041-01. 5410			551-6509-06 6059				221-2201-01. 5221						503-7003-01. 5242	503-7018-04 5413
Account From			521-7535-04, 4110	521-7535-04, 4140	521-7535-01 4510	521-7535-01, 4520						0Z1-7030-00, 4610		-	220-2262-02, 5284		504-7041-01, 6016			551-6509-08, 5254	~~		221-2201-01, 5439	``				_	503-7018-02, 6017	•	
Department Account Description		SALARIES & WAGES	SALAKIES & WAGES	KUSTEK WAGES	FICA CONTRIBUTION	RETIREMENT CONTRIBUTION	HEALTH COVERAGE-ACTIVE	HEALTH COVERAGE-ACTIVE	HEALTH COVERAGE-ACTIVE	NOIL GOTTO CONTROL TO THE PETER PROPERTY OF THE PETER PROPERTY OF THE PETER PE	HEALTH COVERAGE ACTIVE	MAINTENANCE & REDAID FOLIDMENT	OTHER CONTRACTED SERVICES		HOUSING AND COMMUNITY DEV. RELOCATION CONSULTANT SERVICES	WATER RESOURCES	VATER LINES Consultant Svcs - Capital Projects	ENVIRONMENTAL SERVICES	RENTAL OF EQUIPMENT	OTHER CAPITAL EQUIPMENT	OTHER CAPITAL EQUIPMENT	HOUSING AND COMMUNITY DEV.	OTHER INTERNAL SERVICES	ADVERTISING	WATER RESOURCES	OTHER IMPROVEMENTS	Consultant Svcs - Capital Projects	SEVER LINES SEIVED LINES	CEVER LIVES I MAINTENANCE & SUDDUES	CONCLUSIVATE OF COMPANY CONTINUES AND CONTINUES OF CONTIN	CONSOLLAN SERVICES
Budget Adi#															2010221	2010222		2010223				2010224			2010225						

Unencumbered Amount After Adjustment	\$55,408 \$38,856	\$332,549 \$27,000	\$37,182 \$9,130	\$277,800 \$8,000	\$35,258 \$23,281 \$60	\$42,297 \$0	\$10,000 \$10,000	\$9,534 \$10,000	\$25,000 \$10,000	\$24,646
Total		\$27,000	\$9.130	<u>000</u> 38	\$25,100	\$1,735	<u>\$10,000</u>	\$10,000	<u>\$10,000</u>	\$651,800
Amount	\$50,000 \$38,856	\$27,000 \$27,000	\$9,130 \$9,130	\$8,000	\$25,100 \$25,000 \$100	\$1,735 \$1,735	\$10,000	\$10,000	\$10,000 \$10,000	\$115,000
Account To	503-7018-06. 6012 503-7019-02. 6017	101-4303-02. 6059	220-3574-01, 6059	220-3540-01. 6059	101-3525-01. 5235 101-3514-01. 5431	101-9520-25. 5121	220-4088-01. 4210	220-4083-01. 4210	220-4089-01. 4210	
Account From		101-4303-02, 5239	220-3574-01, 4110	220-3540-01, 4210	101-3502-02, 5429	101-9550-01, 5211	220-4088-01, 5520	220-4083-01, 5520	220-4089-01, 5520	521-7525-01, 4140
Department Budget Adj# Account Description	SEWER LINES	FIELD OPERATIONS MISCELLANEOUS SUPPLIES OTHER CAPITAL EQUIPMENT	POLICE DEPARTMENT SALARIES & WAGES OTHER CAPITAL EQUIPMENT	<u>POLICE DEPARTMENT</u> OVERTIME OTHER CAPITAL EQUIPMENT	POLICE DEPARTMENT OTHER CONTRACTED SERVICES SMALL TOOLS AND EQUIPMENT IN-HOUSE PRINTING SERVICES	BUDGET AND EVALUATION POSTAGE HEAT & ELECTRIC	<u>FIRE</u> SEMINAR/TRAINING EXPENSES OVERTIME	FIRE SEMINAR/TRAINING EXPENSES OVERTIME	FIRE SEMINAR/TRAINING EXPENSES OVERTIME	WAR MEMORIAL COLISEUM COMPLEX ROSTER WAGES
Budget Adj#		2010226	2010227	2010228	2010229	2010230	2010231	2010232	2010233	2010234

Date Printed: 6/7/2010

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CONSULTANT SERVICES CONTRACTED MAINT BUILDINGS AND GROUNDS LANDFILL FEES MAINTENANCE & REPAIR - EQUIPMENT CONSULTANT SERVICES
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CONTRACTED VENDOR-SPECIAL EVENTS DOSTED MACES
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HEALTH COVERAGE-ACTIVE
SALARIES & WAGES
IKADE ADVERTISING
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TKEMICM PAY
SALARIES & WAGES
INSURANCE PREMIUMS
Consultant Svcs - Capital Projects
ROSTER WAGES
REPAIR - EQUIPMENT
nondi
Account From: 521-7525-03, 42: 521-7535-06, 56:

Unencumbered Amount After	Adjustment	\$121,458 \$5,102	\$2,500 \$500 \$18,368 \$4,450	\$177,979 \$50,586	\$96,185 \$7,919	\$269,817 \$51,381	\$23,037 \$2,178 \$2,330 \$1,196 \$(375) \$52 \$81 \$18	\$260,499 \$40,000
	Total	<u>\$15,000</u>	517,500	<u>\$50,586</u>	\$23,000	\$54,000	\$24,500	\$40,000
	Amount	\$15,000 \$15,000	\$6,000 \$2,000 \$9,500 \$8,000 \$9,500	\$50,586 \$50,586	\$23,000 \$23,000	\$54,000 \$54,000	\$18,000 \$2,000 \$3,000 \$1,500 \$4,200 \$2,300 \$1,200 \$6,600	\$40,000 \$40,000
	Account To	505-4303-01. 5254	101-5045-01. 5121	451-5502-01. 6019	505-4303-01. 5627	101-4303-02. 5429	216-0219-12. 5255 216-0219-12. 5419 216-0219-14. 5222 216-0219-14. 5510 216-0219-14. 5520	213-9004-12. 5282
	Account From	505-4303-01, 5239	101-5015-01, 5613 101-5009-01, 5621 101-5018-01, 4140	451-5502-01, 5214	505-4303-01, 5239	101-4303-02, 5239	216-0219-10, 4110 216-0219-10, 4510 216-0219-10, 4610 216-0219-10, 4520	213-9004-04, 5288
Department	Budget Adj# Account Description	FIELD OPERATIONS MISCELLANEOUS SUPPLIES RENTAL OF EQUIPMENT	PARKS AND RECREATION MAINTENANCE & REPAIR - BUILDINGS MAINTENANCE & REPAIR - EQUIPMENT ROSTER WAGES HEAT & ELECTRIC ROSTER WAGES	LIBRARIES OFFICE EQUIPMENT & FURNITURE OTHER IMPROVEMENTS	FIELD OPERATIONS MISCELLANEOUS SUPPLIES MAINTENANCE & REPAIR - OTHER	FIELD OPERATIONS MISCELLANEOUS SUPPLIES OTHER CONTRACTED SERVICES	EXECUTIVE SALARIES & WAGES FICA CONTRIBUTION HEALTH COVERAGE-ACTIVE RETIREMENT CONTRIBUTION RENTAL OF LAND AND BUILDINGS OTHER SERVICES PROFESSIONAL ORGANIZATION DUES BUSINESS AND MEETING EXPENSES SEMINAR/TRAINING EXPENSES	HOUSING & COMMUNITY DEVELOPMENT PROPERTY ACQUISITION REAL ESTATE LOANS
	Budget Adji	2010236	2010237	2010238	2010239	2010240	2010241	2010242

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Unencumbered Amount After Adjustment	\$116,127	\$736,410 \$6,000	\$0 \$607,919 \$8,750
Lotal	\$35,109	\$6,000	\$248,700
Amount	\$35,109 \$35,109	\$6,000	\$240,000 \$8,700 \$248,700
Account To	521-7535-06. 6019	213-9009-01. 5413	504-7041-01. 5410
Account From	521-7535-06, 5621	213-9009-01, 5439	504-7041-01, 5413 504-7041-01, 6016
。 Department Budget Adj# Account Description	WAR MEMORIAL COLISEUM COMPLEX MAINTENANCE & REPAIR - EQUIPMENT OTHER IMPROVEMENTS	HOUSING AND COMMUNITY DEV. OTHER INTERNAL SERVICES CONSULTANT SERVICES	WATER RESOURCES CONSULTANT SERVICES WATER LINES Consultant Svcs - Capital Projects
Budget Adji	2010243	2010244	2010245

BUDGET ADJUSTMENT REPORT FOR CITY COUNCIL

DATES <u>June 1-June</u> 30, 2010

Budget Adjustments Approved by Budget Officer

6/1/2010 -6/30/2010

In compliance with G.S. 159-15 and Resolution passed by Council on July 2, 1973, the following budget adjustment are submitted for your information

Unencumbered Amount After Adjustment	\$42,617 \$(3,898)	\$94,860 \$(2,062,313)		\$4,832	\$914	\$175	\$0	\$336	\$132	\$12,164	\$1,127	\$91	\$1,153	\$(183)	\$275		\$93,434	\$3	0\$		\$10,188 \$7,423	1
Total	\$31,000	\$15,000	\$16,227													\$4,411				\$1,800		
Amount	\$31,000 \$31,000	\$15,000 \$15,000		\$13,736	\$1,063	\$1,094	\$190	\$48	\$96	\$13,736	\$1,063	\$673	\$611	\$48	96\$		\$1,426	\$2,985	\$4,411		\$1,800 \$1,800	•
Account To	543-4532-01, 5621	513-7025-02. 5410								101-0502-03, 4110	101-0502-03. 4510	101-0502-03, 4520	101-0502-03, 4610	101-0502-03, 4650	101-0502-03. 4710				513-7001-01. 5821		101-0301-01. 5413	
Account From	543-4533-01, 5621	513-7056-03, 6059					101-0401-01, 4610		101-0401-01, 4710									513-7001-01, 5831			101-0301-01, 5432	
Department # Account Description	TRANSPORTATION MAINTENANCE & REPAIR - EQUIPMENT MAINTENANCE & REPAIR - EQUIPMENT	WATER RESOURCES OTHER CAPITAL EQUIPMENT Consultant Svcs - Capital Projects	HUMAN RESOURCES	SALARIES & WAGES	FICA CONTRIBUTION	RETIREMENT CONTRIBUTION	HEALTH COVERAGE-ACTIVE	DENTAL COVERAGE-ACTIVE	LITE INSURANCE-ACTIVE	SALARIES & WAGES	FICA CONTRIBUTION	RETIREMENT CONTRIBUTION	HEALTH COVERAGE-ACTIVE	DENTAL COVERAGE-ACTIVE	LIFE INSURANCE-ACTIVE	WATER RESOURCES	OTHER CAPITAL EQUIPMENT	BOND ISSUE EXPENSE	IN ERES PAYMEN S	HUMAN RELATIONS	DESKTOP SERVICES CONSULTANT SERVICES	
Budget Adj#	2010246	2010247	2010248													2010249				2010250		

Date Printed: 7/1/2010

Unencumbered Amount After	Adjustment	\$0 \$8,968	\$9,258 \$5,148 \$1,750 \$3,500 \$18,474	\$209,096 \$0 \$0 \$0 \$0 \$128,142 \$158,219	\$0 \$1 \$0 \$0 \$0 \$5,574 \$20,000 \$24,400 \$24,400 \$24,645
	Total	896.88	<u>\$26,000</u>	\$376,361	\$365,433
	Amount	\$8,968 \$8,968	\$26,000 \$5,000 \$1,500 \$3,500 \$16,000	\$90,000 \$128,142 \$10,284 \$5,538 \$142,397 \$90,000 \$128,142	\$5,574 \$63,718 \$20,000 \$24,400 \$42,645 \$209,096 \$5,574 \$63,718 \$20,000 \$24,400 \$24,400
	Account To	212-2210-41. 5282	101-3501-01, 5235 101-3510-01, 5235 101-3516-01, 5235 101-3520-01, 5235	213-9105-05. 5283 213-9108-04. 5283 213-9109-03. 5283	212-9195-04, 5283 213-9199-03, 5283 213-9103-09, 5283 213-9104-06, 5283 213-9105-06, 5283
	AccountFrom	212-2210-43, 5286	101-3502-02, 5429	213-9105-02, 5282 213-9108-02, 5282 213-9109-01, 5413 213-9109-01, 5439 213-9109-02, 5282	212-9195-02, 5283 213-9199-02, 5283 213-9103-02, 5283 213-9104-02, 5283 213-9105-02, 5282
Department	kdj# Account Description	HOUSING & COMMUNITY DEVELOPMENT CITY OWNED REHABILITATION REAL ESTATE LOANS	POLICE DEPARTMENT OTHER CONTRACTED SERVICES SMALL TOOLS AND EQUIPMENT SMALL TOOLS AND EQUIPMENT SMALL TOOLS AND EQUIPMENT SMALL TOOLS AND EQUIPMENT	REAL ESTATE LOANS REAL ESTATE LOANS REAL ESTATE LOANS CONSULTANT SERVICES OTHER INTERNAL SERVICES REAL ESTATE LOANS REAL ESTATE GRANTS REAL ESTATE GRANTS REAL ESTATE GRANTS	HOUSING & COMMUNITY DEVELOPMENT REAL ESTATE GRANTS
	Budget Adj#	2010251	2010252	<u>2010253</u>	2010254

	Department					Unencumbered
Budget Adj#	Account Description	Account From	Account To	Amount	Total	Adjustment
2010255	FIRE OTHER CONTRACTED SERVICES OTHER CAPITAL EQUIPMENT	101-4001-02, 5429	101-4002-01. 6059	\$20,000 \$20,000	\$20,000	\$9,043 \$20,000
2010256	WATER RESOURCES WATER LINES Consultant Svcs - Capital Projects	504-7041-01, 6016	504-7041-01. 5410	\$2,650 \$2,650	\$2,650	\$605,269
2010257	TRANSPORTATION LAND RIGHT-OF-WAY MISCELLANEOUS	441-6004-02, 6012	441-6004-02. 5949	\$5,300 \$5,300	\$5,300	\$4,251 \$20,030
2010258	TRANSPORTATION SIDEWALK CONSTRUCTION TRANSFER TO ST & SIDEWALK CAP PROJECT FD	441-6004-01, 6015	441-6004-01. 6401	\$47,500 \$47,500	\$47,500	\$1,039,364 \$1,391,918
2010259	<u>LIBRARIES</u> OTHER SERVICES BOOKS OTHER CONTRACTED SERVICES	101-5501-10, 5419	101-5505-01, 5261 101-5505-01, 5429	\$6,240 \$1,855 \$4,385	\$6,240	\$33,458 \$3,798 \$1,403
2010260	<u>LIBRARIES</u> DESKTOP SERVICES OTHER CAPITAL EQUIPMENT	101-5501-13, 5432	101-5501-13. 6059	\$18,232 \$18,232	\$18,232	\$222,166 \$18,232
2010261	ENGINEERING AND INSPECTIONS GASOLINE FUEL CONSULTANT SERVICES CONSULTANT SERVICES CONSULTANT SERVICES MAINTENANCE & REPAIR - OTHER TELEPHONE-LOCAL STORM WATER FEE JANITORIAL SUPPLIES MAINTENANCE & REPAIR - BUILDINGS JANITORIAL SUPPLIES RENTAL OF EQUIPMENT CONTRACTED MAINT BUILDINGS AND GROUNDS	101-6002-04, 5244 101-6003-01, 5413 101-6006-02, 5627 101-6006-07, 5111 101-6006-07, 5231 101-6006-08, 5231 101-6006-08, 5254 101-6006-08, 5254		\$8,500 \$7,276 \$45,030 \$2,000 \$1,000 \$1,500 \$1,500 \$1,500 \$5,500	\$232,306	\$19,042 \$5,074 \$074 \$333,199 \$299 \$179 \$179 \$1,072

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Budget Adj#	Account Description	Account From	Account To	Amount	Total	Adjustment
	MAINTENANCE & REPAIR - BUILDINGS	101-6006-08, 5613		\$5,000		\$496
	MAINTENANCE & REPAIR - EQUIPMENT			\$3,500		\$235
	STORM WATER FEE	101-6006-09, 5141		\$1,500		\$100
	CONTRACTED MAINT BUILDINGS AND GROUNDS			\$5,000		\$3,489
	MAINTENANCE & REPAIR - BUILDINGS			\$15,000		\$2,351
	INSURANCE PREMIUMS	101-6006-09, 5710		\$2,500		\$189
	CONTRACTED DEMOLITION	101-6014-03, 5426		\$100,000		\$47,424
	HEAT & ELECTRIC		101-6009-01, 5121	\$130,000		\$311,491
	WATER/SEWERAGE		101-6009-01, 5131	\$102,306		\$68,977
2010262	FIRE				\$25,000	
	DIESEL FUEL MISCELLANEOUS SUPPLIES	101-4005-01, 5245	101-4004-01. 5239	\$25,000 \$25,000		\$34,264 \$22,843
2010263	TRANSPORTATION				\$150,000	
	SIDEWALK CONSTRUCTION TRANSFER TO ST & SIDEWALK CAP PROJECT FD	441-6004-01, 6015	441-6004-01, 6401	\$150,000 \$150,000		\$889,364 \$1,541,918
2010264	88 A88 888 888 888 888 888 888 888 888				\$6,705	
	DESKTOP SERVICES OTHER CAPITAL EQUIPMENT	101-5501-13, 5432	101-5501-13. 6059	\$6,705 \$6,705		\$186,401 \$6,705
					7	•
2010265	BUDGET AND EVALUATION ECONOMIC DEVELOPMENT INCENTIVES TRANSFER TO GENERAL CAPITAL IMPVMT FUND	101-0205-01, 5933	101-9590-01, 6410	\$141,183	\$141,183	\$983,483 \$141,183
2010266	POLICE				\$15,668	
	OVERTIME BUSINESS AND MEETING EXPENSES	220-3540-01, 4210 220-3540-01, 5510		\$10,986 \$4,682		\$266,814 \$10,240
	COMPUTER SOFTWARE SOFTWARE MAINTENANCE		220-3540-01, 5212 220-3540-01, 5415	\$8,486 \$7,182		\$8,486 \$7,182
2010267	TRANSPORTATION				\$825,000	
	MAINTENANCE & REPAIR-STREETS TRANSFER TO ST & SIDEWALK CAP PROJECT FD	402-4302-01, 5611	402-4302-01. 6401	\$825,000 \$825,000		\$350,082 \$825,000
2040268	NOTE A RECORD OF A SAGRAGE				\$14,900	
	CONSULTANT SERVICES	101-5030-01, 5413		\$5,000		\$405

Unencumbered Amount After	Adjustment	\$100	\$784	\$6,024	\$31,177	\$1,222	\$(214)		\$500	\$500	\$1,000	\$8,065	\$1,000	\$11,177	\$1,877	\$2,903	\$219	\$497	\$338	\$2,830	\$(3,842)		\$17,170	\$(10,046)	\$1	5.7	6 3	0\$	\$0	\$0	\$0	\$(38)		\$50,000
Ę,	Total	Check and control of the Charles of						\$52,000														\$26,197											\$40,000	
	Amount	\$1,400	\$2,500	\$2,000	\$4,000	\$11,000	\$3,900		\$1,500	\$2,500	\$3,000	\$10,000	\$15,000	\$20,000	\$27,000	\$7,500	\$2,000	\$6,000	\$2,000	\$5,000	\$2,500		\$26,197	\$5,900	\$1,850	\$1,368	\$105	\$9,750	\$4,315	\$1,400	\$1,320	\$189		\$25,000
	Account To					101-5018-01, 5613	101-5018-01, 5621								101-5008-05. 5613	101-5008-03. 5131	101-5008-08, 5233	101-5008-04, 5131	101-5008-04, 5613	101-5008-02, 5131	101-5008-03. 5121			543-4530-01. 5213	543-4532-01, 5414	543-4530-03, 5111	543-4530-03. 5112	543-4530-03. 5212	543-4530-03, 5214	543-4530-03, 5239	543-4530-03. 5254	543-4530-03. 5949		
	Account From	101-5011-01, 5237	101-5011-01, 5245	101-5011-01, 5612	101-5001-01, 5413				101-5001-02, 5230	101-5001-02, 5236	101-5001-02, 5237	101-5001-03, 5279	101-5001-05, 5627	101-5001-01 5413									543-4533-01, 5621											501-7025-01, 6019
Department	Account Description	PROGRAM SUPPLIES	DIESEL FUEL	MAINTENANCE & IMPROVEMENT - GROUNDS	CONSULTANT SERVICES	MAINTENANCE & REPAIR - BUILDINGS	MAINTENANCE & REPAIR - EQUIPMENT	PARKS AND RECREATION	MEDICAL SUPPLIES/FIRST AID	SAFETY ITEMS OSHA	PROGRAM SUPPLIES	PROMOTIONS - OTHER	MAINTENANCE & REPAIR - OTHER	CONSULTANT SERVICES	MAINTENANCE & REPAIR - BUILDINGS	WATER/SEWERAGE	CHEMICALS	WATER/SEWERAGE	MAINTENANCE & REPAIR - BUILDINGS	WATER/SEWERAGE	HEAT & ELECTRIC	TRANSPORTATION	MAINTENANCE & REPAIR - EQUIPMENT	OFFICE SUPPLIES	TEMPORARY SERVICES	TELEPHONE-LOCAL	TELEPHONE-LONG DISTANCE	COMPUTER SOFTWARE	OFFICE EQUIPMENT & FURNITURE	MISCELLANEOUS SUPPLIES	RENTAL OF EQUIPMENT	MISCELLANEOUS	WATER RESOURCES	OTHER IMPROVEMENTS OTHER CAPITAL EQUIPMENT
	Budget Adj#							2010269														2010270											2010271	

Department
Account From Account F 601-7023-01. 101-5009-01. 5121 101-5009-01. 5233 101-5009-01. 5235 101-5009-01. 5612 101-5009-01. 5612 101-5009-01. 5612 101-5009-01. 5612 101-5009-01. 5612 101-5009-01. 5612 101-5009-01. 5612 101-5009-01. 5257 101-5023-05. 5211 101-5028-05.
Account From Account From 101-5009-01, 5121 101-5009-01, 5233 101-5009-01, 5612 101-5009-01, 5612 101-5009-01, 5612 101-5009-01, 5612 101-5009-01, 5613 101-5023-01, 5257 101-5023-05, 5214 101-5023-05, 5237 101-5023-05, 5237 101-5023-05, 5211 1NDS 101-5023-05, 5211 1NDS 101-5023-07, 5612
Department Account Description OTHER IMPROVEMENTS ARKS AND RECREATION HEAT & ELECTRIC CHEMICALS SMALL TOOLS AND EQUIPMENT - GROUNDS MAINTENANCE & IMPROVEMENT - GROUNDS MAINTENANCE & REPAIR - BUILDINGS CONSULTANT SERVICES ARKS AND RECREATION LANDFILL FEES RENTAL OF NON-LICENSED CITY VEHICLES MAINTENANCE & REPAIR - BUILDINGS CONSULTANT SERVICES MAINTENANCE & REPAIR - BUILDINGS SMALL TOOLS AND EQUIPMENT FICA CONTRIBUTION FICA CONTRIBUTION NON-LICENSED VEHICLE MTNCE & SUPPLIES DIESEL FUEL LICENSED VEHICLE MAINTENANCE & SUPPLIES ARKS AND RECREATION OFFICE EQUIPMENT & FURNITURE PROGRAM SUPPLIES DESKTOP SERVICES POSTAGE MAINTENANCE & IMPROVEMENT - GROUNDS HEAT & ELECTRIC COUSING & COMMUNITY DEVELOPMENT CONTINGENCY ROSTER WAGES
1 Name of the Control

Unencumbered Amount After Adjustment	\$8,656		\$45,407	\$7,861	\$199,522	\$59,096	\$15,300	\$88,377	\$88,447	\$70,759	\$2,587	\$1,044	\$49,179	\$16,997	\$15,449	\$75,943	\$1,714		\$328,339	\$10,259		\$0	\$27,274		\$932,832	40,053 624.063	564,000		\$1,619,686 \$2,001,391
Total		\$470,367																\$10,259			\$25,234			\$45,000				\$2,001,363	
Amount	\$12,000		\$240,000	\$15,000	\$15,000	\$150,000	\$35,000	\$15,367	\$224,305	\$104,852	\$3,008	\$4,329	\$55,797	\$24,409	\$28,202	\$19,842	\$5,623		\$10,259	\$10,259		\$25,234	\$25,234		\$45,000	435,000	000,000		\$2,001,363 \$2,001,363
Account To	505-7003-01, 4520								501-7071-01, 4110	501-7071-01, 4610	501-7019-01, 4110	501-7019-01. 4610	501-7013-01. 4110	501-7013-01, 4610	501-7011-01, 4610	501-7041-01. 4110	501-7041-01. 4650			682-0720-02. 6013			220-5001-01. 5613		101 0201 01 4200				443-5010-01, 6011
Account From			501-7044-01, 4110	501-7044-01, 4510	501-7044-01, 4520			501-7023-01, 4110											682-0720-02, 5212			221-5001-01, 6059			101-0205-01, 5933				443-5010-01, 6013
Department Budget Adi# Account Description	RETIREMENT CONTRIBUTION	WATER RESOURCES	SALARIES & WAGES	FICA CONTRIBUTION	RETIREMENT CONTRIBUTION	SALARIES & WAGES	HEALTH COVERAGE-ACTIVE	SALARIES & WAGES	SALARIES & WAGES	HEALTH COVERAGE-ACTIVE	SALARIES & WAGES	HEALTH COVERAGE-ACTIVE	SALARIES & WAGES	HEALTH COVERAGE-ACTIVE	HEALTH COVERAGE-ACTIVE	SALARIES & WAGES	DENTAL COVERAGE-ACTIVE	Information Technology	COMPUTER SOFTWARE	BUILDINGS	PARKS AND RECREATION	OTHER CAPITAL EQUIPMENT	MAINTENANCE & REPAIR - BUILDINGS	BUDGET AND EVALUATION	ECONOMIC DEVELOPMENT INCENTIVES OTHER COMPENSATION	OFFICE FOURMENT & FURNITURE		PARKS AND RECREATION	BOILDINGS LAND
Eudget Adi# A	ι <u>τ</u>	2010278 W		u.	L.L.	U)	-1	0)	U)	_	0)	<u>.</u>	0)	<u></u>	.L.	, c	iii	2010279 Inf		ш	2010280 PA	ļ	2	2010281 BI	ui C	, ,	•	2010282 PA	. J

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Unencumbered Amount After	Adjustment	\$0 \$0 \$1,574,038	\$605 \$5,288 \$11,914	\$34,239 \$0	\$20,000 \$21,021 \$(47,369) \$61,819	\$0 \$0 \$15,100 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
	Total	\$1,574,038	\$14,500	\$25	\$94,000	\$61,224
	Amount	\$1,083,538 \$490,500 \$1,574,038	\$11,500 \$3,000 \$14,500	\$25 \$25	\$30,000 \$64,000 \$64,000 \$30,000	\$46,950 \$3,794 \$3,660 \$5,990 \$460 \$15,100 \$12,367 \$12,367 \$803 \$3,495 \$1,208 \$4,575 \$4,575
	Account To	512-7024-01. 6019	101-5003-02. 5627	101-4004-08. 6059	501-7023-01, 5613 501-7025-01, 5613	216-0259-50, 5212 216-0259-50, 5214 216-0259-50, 5254 216-0259-50, 5261 216-0259-50, 5510 216-0259-50, 5520 216-0259-50, 5520
	Account From	512-7056-01, 6019 512-7044-01, 6017	101-5055-03, 5233 101-5055-03, 5612	101-4005-01, 5245	501-7025-01, 6019 501-7023-01, 6019	216-0259-50, 4110 216-0259-50, 4510 216-0259-50, 4610 216-0259-50, 4650 216-0259-50, 4710
	# Account Description	WATER RESOURCES OTHER IMPROVEMENTS SEWER LINES OTHER IMPROVEMENTS	PARKS AND RECREATION CHEMICALS MAINTENANCE & IMPROVEMENT - GROUNDS MAINTENANCE & REPAIR - OTHER	<u>FIRE</u> DIESEL FUEL OTHER CAPITAL EQUIPMENT	WATER RESOURCES OTHER IMPROVEMENTS OTHER IMPROVEMENTS MAINTENANCE & REPAIR - BUILDINGS MAINTENANCE & REPAIR - BUILDINGS	EXECUTIVE SALARIES & WAGES FICA CONTRIBUTION RETIREMENT CONTRIBUTION HEALTH COVERAGE-ACTIVE DENTAL COVERAGE-ACTIVE LIFE INSURANCE-ACTIVE COMPUTER SOFTWARE OFFICE EQUIPMENT & FURNITURE RENTAL OF EQUIPMENT BOOKS PROMOTIONS - COMMUNITY EVENTS BUSINESS AND MEETING EXPENSES SEMINAR/TRAINING EXPENSES
	Budget Adj#	2010283	2010284	2010285	2010286	2010287

	Department					Unencumbered Amount After
Budget Adj#	Account Description	Account From	Account To	Amount	Total	Adjustment
2010288	TRANSPORTATION				\$15,900	
	BUILDINGS Consultant Svcs - Capital Projects	565-4560-01, 6013	565-4560-01. 5410	\$15,900 \$15,900		\$1,414,383 \$16,153
2010289	EXECUTIVE				\$260,000	
	FEDERAL GRANT	216-0293-30, 7100		\$130,000		\$(315,306)
	TELEPHONE-LOCAL	216-0293-32, 5111		\$3,000		\$675
	RENTAL OF LAND AND BUILDINGS	216-0293-32, 5255		\$51,000		\$1,116
	DESKTOP SERVICES	216-0293-32, 5432		\$10,000		\$7,224
	TELEPHONE-LOCAL	216-0293-33, 5111		\$6,000		\$0
	RENTAL OF EQUIPMENT	216-0293-33, 5254		\$6,000		80
	RENTAL OF LAND AND BUILDINGS	216-0293-33, 5255		\$30,000		\$0
	WIA INDIVIDUAL TRAINING	216-0293-34, 5564		\$16,300		\$36,351
	DEPENDENT CARE - JTPA	216-0293-35, 5941		\$2,700		£.
	WIA incumbent Worker Trng			\$2,000		\$8,000
	WIA PRE_VOCATIONAL TRAINING	216-0293-36, 5563		\$1,000		\$1,000
	WIA INDIVIDUAL TRAINING	216-0293-36, 5564		\$2,000		\$22,000
	FEDERAL GRANT		216-0292-20. 7100	\$130,000		\$(50,262)
	ROSTER WAGES		216-0292-20. 4140	\$25,000		\$(2,684)
	LONGEVITY		216-0292-20. 4410	\$2,000		\$498
	HEALTH COVERAGE-ACTIVE		216-0292-20. 4610	\$4,000		\$(000)
	UNEMPLOYMENT COMPENSATION		216-0292-20, 4740	\$9,000		\$96
	TEMPORARY SERVICES		216-0292-20, 5414	\$30,000		\$2,728
	PAYROLL ONLY WAGES		216-0292-29. 4150	\$20,000		\$548
	FICA CONTRIBUTION		216-0292-29, 4510	\$2,000		\$452
	WIA INDIVIDUAL TRAINING		216-0292-24. 5564	\$38,000		\$(493,479)
2010290	BUDGET AND EVALUATION				\$1,520	
	SEMINAR/TRAINING EXPENSES	101-0601-01, 5520		\$1,520		\$1,898
	OVERTIME		101-0601-01. 4210	\$1,520		\$\$
2010291	WATER RESOURCES				\$12,649,667	
	TRANSFER FROM WATER & SEWER OPERATING FD			\$3,683,000		\$(7,366,000)
	TRANSFER FROM WATER & SEWER OFERATING FU TRANSFER FROM WATER & SEWER OPERATING FD	503-7019-02, 9501		\$5,040,000 \$450.000		\$(10,080,000) \$(900,000)
				\$500,000		\$(1,000,000)
	TRANSFER FROM WATER & SEWER OPERATING FD	503-7019-06, 9501		\$2,976,667		\$(5,953,334)

Budget Adj#	Department Account Description	Account From	Account To	Amount	Total	Unencumbered Amount After Adjustment
	TRANSFER FROM WATER & SEWER OPERATING FD		503-0000-00. 9501	\$12,649,667		\$25,299,339
2010292	WATER RESOURCES				\$1,600,000	
	Transfer Fm Stormwater Mgmt Enterprise Fund	506-7009-01, 9505 506-7009-02, 9505 506-7009-03, 9505 506-7009-04, 9505 506-7009-05, 9505		\$635,000 \$90,000 \$370,000 \$370,000		\$(1,270,000) \$(180,000) \$(740,000) \$(180,000) \$(740,000)
	Transfer Fm Stormwater Mgmt Enterprise Fund Transfer Fm Stormwater Mgmt Enterprise Fund		506-0000-00, 9505	\$15,000 \$35,000 \$1,600,000		\$(20,000) \$(70,000) \$3,200,004
<u>2010293</u>	FIELD OPERATIONS INSURANCE PREMIUMS CELLULAR PHONES POSTAGE	101-4301-01, 5710	101-4301-01, 5114	\$29,000 \$17,000 \$12,000	\$29,000	\$45,129 \$55 \$531
<u>2010294</u>	FIELD OPERATIONS RENTAL OF LICENSED CITY VEHICLES DIESEL FUEL RENTAL OF LICENSED CITY VEHICLES DIESEL FUEL RENTAL OF LICENSED CITY VEHICLES DIESEL FUEL	101-4302-03. 5256	101-4302-01. 5245 101-4302-01. 5256 101-4302-02. 5245 101-4302-02. 5256	\$180,000 \$25,000 \$21,000 \$16,000 \$83,000 \$35,000	\$180,000	\$132,932 \$13,183 \$49,615 \$30,899 \$120,261 \$13,220
<u>2010295</u>	WATER RESOURCES ADVERTISING ADVERTISING ADVERTISING	220-7059-01, 5221 220-7060-01, 5221	220-7062-01. 5221	\$4,702 \$12,245 \$16,947	\$16,947	\$1,100 \$1 \$37,816
2010296	<u>LIBRARIES</u> RENTAL OF EQUIPMENT BUILDINGS	451-5502-01, 5254	450-5502-01. 6013	\$2,300 \$2,300	\$2,300	\$2,470 \$(801,625)
2010297	FIELD OPERATIONS RENTAL OF LICENSED CITY VEHICLES RENTAL OF LICENSED CITY VEHICLES RENTAL OF LICENSED CITY VEHICLES	101-4302-03, 5256 101-4302-04, 5256 101-4302-05, 5256		\$55,000 \$25,000 \$45,000	\$385,000	\$77,932 \$99,381 \$60,695
Date Printe	Date Printed: 7/1/2010					Page 10

nbered : After	tment	\$36,933	\$43,026	\$23,202	\$29,002	\$23,293	\$628,328		\$1,009	\$35,242	\$19,117	\$3,059	\$23,800	\$30,179	\$630		80	\$5,242	\$0	\$98,032	\$59,567	\$0	\$286		\$233	\$4,163	\$2,157	\$4,344	\$14,756	\$20,754	\$202		\$(20,921)	\$(3,570) \$(7,915)
Unencumbered Amount After	Adjustment	\$3(\$4.	\$2;	\$2	\$2.	\$628		Ġ	8 3	\$	iń	\$2:	\$3				Ü		ős	ξĊ.					À	Ġ	Å	\$4.	\$2(\$(2)	₩ ₩
	Total							\$107,100								\$283,000								\$120,000								\$16,947		
	Amount	\$85,000	\$25,000	\$50,000	\$75,000	\$25,000	\$385,000		\$23,000	\$44,000	\$40,100	\$26,000	\$39,100	\$21,000	\$21,000		\$86,460	\$30,000	\$20,000	\$75,000	\$66,540	\$5,000	\$283,000		\$70,000	\$43,000	\$7,000	\$47,000	\$26,000	\$30,000	\$17,000		\$10,460	\$1,785 \$3,957
	Account To						101-4302-02. 5437								101-4303-05. 5243								101-4303-05. 5239					101-4304-04. 5243	101-4304-04. 5256	101-4304-04. 5257	101-4304-04, 5242			
	Account From	ė.				101-4302-08, 5245	•				101-4303-02, 5257		•				101-4303-05, 5256	101-4303-03, 5257	101-4303-03, 5422	101-4303-02, 5239	101-4303-03, 5239	101-4303-05, 5621			101-4304-04, 5621	101-4304-05, 5256	101-4304-04, 5233							220-7060-01, 9505 220-7059-01, 7170
Department		RENTAL OF LICENSED CITY VEHICLES	RENTAL OF LICENSED CITY VEHICLES	DIESEL FUEL	DIESEL FUEL	DIESEL FUEL	LANDFILL FEES	FIELD OPERATIONS	MAINTENANCE & REPAIR - EQUIPMENT	RENIAL OF NON-LICENORD CELY VEHICLES	KENIAL OF NON-LICENSED CITY VEHICLES	NOTE THE OF TOTAL OF THE WINDS A SOUTH OF	THE STATE OF LICENSHIP CITY VEHICLES	KENIAL OF LICENSED CITY VEHICLES	NON-LICENSED VEHICLE MINCE & SUPPLIES	FIELD OPERATIONS	RENTAL OF LICENSED CITY VEHICLES	RENTAL OF NON-LICENSED CITY VEHICLES	CONTRACTED MAINT BUILDINGS AND GROUNDS	MISCELLANEOUS SUPPLIES	MISCELLANEOUS SUPPLIES	MAINTENANCE & REPAIR - EQUIPMENT	MISCELLANEOUS SUPPLIES	FIELD OPERATIONS	MAINTENANCE & REPAIR - EQUIPMENT	RENTAL OF LICENSED CITY VEHICLES	CHEMICALS	NON-LICENSED VEHICLE MINCE & SUPPLIES	RENTAL OF LICENSED CITY VEHICLES	RENTAL OF NON-LICENSED CITY VEHICLES	LICENSED VEHICLE MAINTENANCE & SUPPLIES	WATER RESOURCES	LOCAL GOVERNMENT GRANTS	LOCAL GOVERNMENT GRANTS
	Budget Adj#							2010298								2010299								2010300								2010301		

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	Department					Unencumbered Amount Affer
Budget Adj#	Budget Adj# Account Description	Account From	Account To	Amount	Total	Adjustment
	Transfer Fm Stormwater Mgmt Enterprise Fund	220-7059-01, 9505		\$745		\$(1,490)
	Transfer Fm Stormwater Mgmt Enterprise Fund		220-7062-01, 9505	\$2,530		\$5,060
	LOCAL GOVERNMENT GRANTS		220-7062-01. 7170	\$14,417		\$28,835
2010302	FIELD OPERATIONS				\$4,541,000	
	LANDFILL FEES	101-4302-02, 5437		\$4,541,000		\$621,673
	LANDFILL FEES		101-4302-01. 5437	\$587,000		\$587,000
	LANDFILL FEES		101-4303-03. 5437	\$301,000		\$301,000
	LANDFILL FEES		101-4302-04. 5437	\$2,870,000		\$2,870,000
	LANDFILL FEES		101-4304-02. 5437	\$593,000		\$593,000
	LANDFILL FEES		101-4304-03, 5437	\$190,000		\$190,000



City of Greensboro City Council

Agenda Item

of North Church Street and Denny Road)	TTLE: Rezoning - 3500, 3502 and 3504 North Church Street (Northeast corner of the intersect	ion
	f North Church Street and Denny Road)	

Department:	Planning Department	Meeting Date:	May 18, 2010
Contact 1:	Richard Hails	Public Hearing:	Yes
Phone:	373-2922	Advertising Date / Advertised By:	05/06/2010 and 05/13/2010 by City Clerk
Contact 2:	Rawls Howard	Council District:	District 2
Phone:	373-2748	Authorized Signatu	ire: PWHaile
Attachments:	Attachment A: Vicinity Map (PL (Z) 10 Attachment B: Draft minutes of April 1 Attachment C: Zoning Staff Report		nission Meeting

PURPOSE:

Alejandro Rocha Perez applied for rezoning of property located at 3500, 3502 and 3504 North Church Street, generally described as the northeast corner of the intersection of North Church Street and Denny Road from RS-9 (Residential-Single Family) to CD-LB (Conditional District-Limited Business). The Zoning Commission voted on this request on April 12, 2010. The applicant has appealed the Zoning Commission's decision and therefore the City Council will conduct a public hearing to consider this request on May 18, 2010.

BACKGROUND:

Following a public hearing on April 12, 2010, the Zoning Commission voted 6-2 to deny this request. 1 person spoke in favor of and 2 in opposition to this proposal. (See Attachment B: Draft minutes of April 12, 2010 Zoning Commission Meeting).

After the addition of 1 new condition, this CD-LB (Conditional District-Limited Business) rezoning request now contains the following conditions:

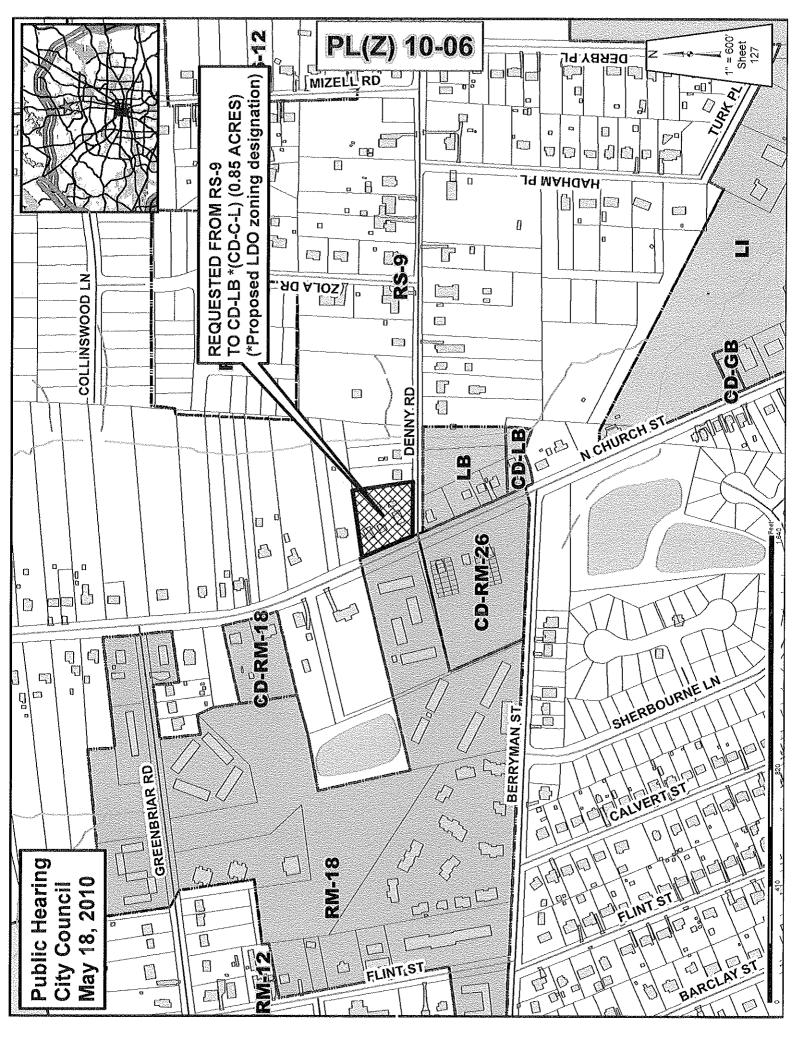
- 1. Uses: All uses allowed in the LB zoning district except convenience stores (with fuel pumps) and any use with a drive-thru.
- 2. Hours of operation shall be limited to 6:00 AM thru 10:00 PM.
- 3. Where the property abuts a designated transit stop, the developer shall provide an easement and concrete pad(s) built to GTA standards for a bus stop if one is requested by any transit authority.
- 4. Principal building façade shall be oriented towards N. Church Street.

RECOMMENDATION / ACTION REQUESTED:

The Zoning Commission denied this request, by a 6-2 vote

The Planning Department recommends approval of the ordinance.

Agenda Item: 45





Z-10-04-002

City of Greensboro Planning Department Zoning Staff Report and Plan Amendment Evaluation

City Council Hearing Date: May 18, 2010

GENERAL INFORMATION

APPLICANT

Alejandro Rocha Perez for Aureliano Rocha

HEARING TYPE

Rezoning

REQUEST

RS-9 (Residential-Single Family) to

CD-LB (Conditional District-Limited Business)

CONDITIONS

- Uses: All uses allowed in the LB zoning district except Convenience Stores (with fuel pumps) and any use with a drive-thru.
- 2. Hours of operation shall be limited to 6:00 AM thru 10:00 PM.
- Where the property abuts a designated transit stop, the developer shall provide an easement and concrete pad(s) built to GTA standards for a bus stop if one is requested by any transit authority.

LOCATION

3500, 3502 and 3504 Church Street, generally described as the northeast corner of the intersection of Church Street and Denny Road.

PARCEL ID NUMBER (S)
PUBLIC NOTIFICATION

00-00-0412-0-0002-00-031

The notification area for this public hearing was 600 feet (Chapter 30-9-1.2 of the City Ordinance requires notification of the owner of that parcel of land and the owners of all parcels of land adjoining and contiguous to that parcel of land as shown on the County tax listing). **99** notices were mailed to those property owners in the mailing area.

TRACT SIZE

~0.85 acres

FOPOGRAPHY

Slopes to the south and east

VEGETATION

Residential landscaping

Staff Report Z-10-04-002

SITE DATA

Existing Use 3 vacant single-family dwelling units

	Adjacent Zoning	Adjacent Land Uses
N	RS-9 (Residential-Single Family)	Single-Family dwelling unit
E	RS-9 (Residential-Single Family)	Single-Family dwelling unit
W	RM-18 (Residential-Multi Family)	Multi-Family dwellings
S	LB (Limited Business)	What-A-Burger Restaurant

Zoning History

Case # Date Request Summary

> This property has been zoned RS-9 since July 1, 1992. Prior to the implementation of the Unified Development Ordinance (UDO), it was zoned RES 120 S

ZONING DISTRICT STANDARDS

District Summary *

Zoning District Designation:

Existing (RS-9)

Requested (CD-LB)

Max. Density:

4 dwelling units per acre

N/A

Typical Uses

Primarily intended to accommodate high density and developments where public water and sewer service is required.

Primarily intended to accommodate moderate intensity shopping and single-family detached dwellings in services close to residential areas. The district is established to provide locations for businesses, which serve nearby neighborhoods. The district is typically located near the intersection of collectors or thoroughfares in areas which are otherwise developed with residences.

SPECIAL INFORMATION

Overlay District Ordinance/Historic Preservation - N/A

Environmental/Soils

Water Supply Watershed Site drains to North Buffalo Creek.

^{*}These regulations may not reflect the actual requirements for all situations; see the City of Greensboro Zoning Code for actual regulations for site requirements for this zoning district.

Staff Report Z-10-04-002

Floodplains

N/A

Streams

Possible stream onsite, stream must be identified but can be piped. If stream is intermittent or perennial, a 50ft buffer,

measured from top of bank is required.

Other:

If more than 1 acre of disturbance is to take place, a BMP will

be required for water quality.

Utilities

Potable Water Waste Water

Airport Noise Cone

The subject property is not located in the Airport Noise Cone.

Landscaping Requirements

Location

Required Planting Yard Type and Rate

North

Type D Yard – minimum width 5'; 2 understory trees per 100'; 18 shrubs per

100'

South

Street Yard - minimum width 8'; 2 canopy tree per 100', 17 shrubs per 100'

East

Type D Yard - minimum width 5'; 2 understory trees per 100'; 18 shrubs per

100'

West

Street Yard - minimum width 8'; 2 canopy tree per 100', 17 shrubs per 100'

Tree Preservation Requirements

Acreage

Requirements

0.85 ac.

1% of lot area and be located within the required planting yard

Transportation

Street Classification:

N. Church Street - Major Thoroughfare, Denny Road - Collector

Street.

Site Access:

All access must be designed and constructed to the City of

Greensboro standards.

Traffic Counts:

N. Church Street ADT = 18,071 (2007).

Trip Generation:

N/A.

Sidewalks:

Sidewalks are a requirement of the Development Ordinance. 5' sidewalk with a 5' grass strip is required along both sides of thoroughfares. 5' sidewalk with a 3' grass strip is required along one side (at a minimum, collectors may require sidewalk on both sides) of all other street types. There is no existing sidewalk along the frontage of this development nor are there any plans for the City to

build sidewalk in this area.

Transit in Vicinity:

Yes, route 3, N. Elm Street.

Traffic Impact Study:

No, not required per TIS Ordinance

(TIS)

Street Connectivity:

N/A.

Other:

N/A.

IMPACT ANALYSIS

Land Use Compatibility

The proposed **CD-LB** (Conditional District-Limited Business) zoning would allow land uses that are compatible with the general character of the area.

Connections 2025 Comprehensive Plan Policies

The Generalized Future Land Use Map designates this location as **Moderate Residential 5-12 units per acre.** The requested **CD-LB** (Conditional District-Limited Business) zoning district is consistent with residential GFLUM designations per adopted Council policy. Additionally, this site is less than one acre in size

Connections 2025 Written Policies

<u>Reinvestment/Infill Goal</u>: Promote sound investment in Greensboro's urban areas, including Center City, commercial and industrial areas, and neighborhoods.

POLICY 4C.1: Establish standards for and promote new forms of compact development.

<u>Economic Development Goal</u>: Promote a healthy, diversified economy with a strong tax base and opportunities for employment, entrepreneurship and for-profit and non-profit economic development for all segments of the community, including under-served areas such as East Greensboro.

<u>Housing and Neighborhoods Goal</u>: Meet the needs of present and future Greensboro citizens for a choice of decent, affordable housing in stable, livable neighborhoods that offer security, quality of life, and the necessary array of services and facilities.

<u>POLICY 6A.4</u>: Implement measures to protect neighborhoods from potential negative impacts of development, redevelopment, and/or public projects that are inconsistent with the neighborhood's livability, architectural or historical character, and reinvestment potential.

Including protection against incompatible commercial encroachments into residential neighborhoods

<u>POLICY 7A.2</u>: Encourage "home-grown" and community-based businesses and entrepreneurs with special emphasis on increasing the number of minority-owned businesses in traditionally underserved parts of the community.

Connections 2025 Map Policies

<u>Moderate Residential (5-12 d.u./acre)</u>: This category accommodates housing types ranging from small-lot, single-family detached and attached single-family dwellings such as townhomes to moderate density, low-rise apartment dwellings.

CONFORMITY WITH OTHER PLANS

City Plans - N/A

Other Plans - N/A

Staff/Agency Comments

Water Resources - N/A

Staff Report Z-10-04-002

Housing and Community Development

Long-term quality of life for adjacent existing residential development would be greatly enhanced by installation of appropriate constructed and/or vegetated buffer along northern and eastern boundaries of the subject site. Applicant is encouraged to discuss this proposed rezoning and development with representatives of the adjacent Spicewood Neighborhood, located on the west side of North Church Street.

Planning

The 0.85-acre parcel is located at the northeast corner of the intersection of Church Street and Denny Road, a part of the city which is generally in transition from older single-family residential developments to varying densities and intensities of commercial, industrial, office uses and multi-family developments. To the south of the subject site is a restaurant, single-family dwellings to the north and east, and multi-family dwellings to the west. The location of the subject site makes it fit in the context of the LB zoning district in that it is located at the intersection of a thoroughfare and a collector street; a primary characteristic for this zoning district.

Staff believes that this request is consistent with the intent and purpose of the Zoning Code because the Limited Business zoning district is primarily intended to accommodate moderate intensity shopping and services close to residential areas. Also, the district is established to provide locations for businesses, which serve **nearby neighborhoods**. Staff would like to point out that the LB zoning district is not intended to attract passer-by traffic nor to be used as a regional commercial center as far as scale and intensity is concerned. Staff would, however, encourage a condition be added that the applicant orient the building(s) towards North Church Street.

This rezoning request if approved will help promote a diverse mix of uses in the general area especially along North Church Street. It will also promote a healthy, diversified economy with a strong tax base and opportunities for employment and entrepreneurship while at the same time promoting sound investment in Greensboro's urban areas. New patterns and intensities of use will also be promoted to increase economic competitiveness and enhance quality of life in the general area.

Staff believes that this request is consistent with the intent and purpose of the zoning code and the Comprehensive Plan (Connections 2025). Staff is also of the opinion that the request is compatible with the existing development and trend in the surrounding area.

STAFF RECOMMENDATION

Staff recommends **approval** of the requested **CD-LB** (Conditional District-Limited Business) zoning district.

ATTACHMENT B

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DRAFT MINUTES OF THE APRIL 12, 2010 ZONING COMMISSION MEETING (PL (Z) 10-06)

Mr. Boateng described the subject property, as well as surrounding properties, and noted issues in the staff report.

Emily Arazate, 814-152 Guilford College Rd., representing the applicant, stated they would like to add a condition:

4. The principle building facade shall be oriented towards North Church Street.

Ms. Eckard moved to allow the added condition, seconded by Ms. Hayworth. The Commission voted unanimously, 8-0, in favor of the motion. (Ayes: Trapp, Spangler, Hayworth, Kinser, Skenes, Miller, Eckard, Wright. Nays: None.)

Ms. Arazate stated that the three houses are older and vacant. She feels it will be difficult to leave the area residential considering the surrounding uses of multi-family across the street and commercial south of the property. The businesses allowed under the conditions would accommodate the residents of the neighborhood. The property is also on the corner of a major thoroughfare and a collector street, so LB is a good fit for the location. The rezoning would be an improvement to the neighborhood, and provide diversity of development.

Ms. Eckard asked if the applicant contacted the neighbors about the rezoning. Ms. Arazate stated that they had not.

Mr. Kinser asked what type of businesses would be developed. Ms. Arazate stated that they plan on building a small strip center with three businesses; possibly a tienda, a travel or insurance agency, and a hair salon.

Chair Trapp asked for anyone wishing to speak in opposition to this request.

Gregory Lackland, 3510 North Church Street, stated he lives one yard away from the property in question. He has lived there for thirty years, and has six grandchildren playing in the nearby yard every day. On this side of Church Street there are 17 single-family homes in a row. The three on the corner are vacant, and he has voiced complaints about the previous owner in the past. Within one mile of the proposed site there are seven empty business buildings, an empty grocery store, an office building with ten empty stores, and another ten empty sites next to the Food Lion that have never been moved into. Traffic is horrendous at the intersection. Any more traffic would increase an already aggravating issue. He does not feel this is the time or place to build commercial next to single-family homes.

Ron Heffner, 3512 North Church Street, stated that the property involved has a piped spring in the front, and the City would not allow him to pipe the same spring in his yard. He stated that the traffic study being used by the applicant is from 2007, and the traffic has increased in the area dramatically. He feels this is spot zoning and to his understanding the City does not allow for that kind of zoning. There are also several Latino oriented stores nearby on Pisgah Church Rd., Cone Blvd., and on Church St.

Mr. Kinser asked where the spring is located. Mr. Heffner stated that the spring is piped, and the grate is located in the front of the yard. Mr. Howard pointed the creek out in the staff report maps.

Chair Trapp allowed the applicant five minutes of rebuttal.

Ms. Arazate stated that the applicant realizes that there are Mexican specialty stores in the area. The planned store is a meat shop and that is a service that is not provided directly to the neighborhood. The businesses in the LB district are designated to serve the neighborhood. The Church street area is in a transition from single-family to commercial and multi-family, and this proposed rezoning is a better fit for the neighborhood.

Chair Trapp allowed the opposition five minutes of rebuttal.

Mr. Heffner stated that the applicant keeps referring to the improvement this will make to the community. If it is so good for the community the applicant should have contacted the neighbors about the rezoning and discussed their plans.

Chair Trapp closed the public hearing.

Mr. Howard stated that the generalized future land use map designates this as moderate residential. Being that this is a request to rezone to LB there is no Comprehensive Plan amendment necessary. Comprehensive Plan policies to consider include: providing for a healthy diversified economy, providing measures to protect neighborhoods, encouraging home grown businesses and compact development. In the context, staff has concerns about the orientation of the building on the site. Staff is glad the applicant agreed to add the condition concerning the building orientation. This does rest at the corner of a major thoroughfare and a collector street, which is ideal for LB development. Staff feels it meets the intent of the LB zoning district to provide commercial services close to the residential areas. The conditions limit the vehicular traffic and promote sound smaller residential served businesses, as there are no drive thrus permitted on the site. Staff also supports the condition that makes the provision for a future transit facility. Staff recommends approval of the request.

Ms Hayworth stated she is concerned the development will create additional traffic. She also agrees that the numerous empty businesses surrounding the area in close proximity are a concern. She was also displeased that no effort was made to discuss the matter with the neighbors. She felt the communication is very important especially when the rezoning is from residential to commercial.

Mr. Kinser state there are major traffic issues at the intersection. However, there are three vacant buildings that are an eyesore to the neighborhood. He also wished that the applicant had contacted the neighbors.

Ms. Spangler moved to deny the zoning amendment located at the northeast corner of the intersection of North Church Street and Denny Road from RS-9 to CD-LB finding the rezoning to be inconsistent with the adopted Connections 2025 Comprehensive Plan and considers the action taken to be reasonable and in the public interest for the following reasons: It does not implement measures to protect neighborhoods from potential negative impacts of development. It does not ensure that City land use policies and regulations allow for an adequate supply of land to accommodate the economic development. Despite proposed conditions, the project is not compatible with surrounding properties. Mr. Kinser seconded the motion. The Commission voted, 6-2, in favor of the motion. (Ayes: Spangler, Hayworth, Kinser, Skenes, Eckard, Wright. Nays: Trapp, Miller.)

AMENDING OFFICIAL ZONING MAP

3500, 3502 AND 3504 NORTH CHURCH STREET (NORTHEAST CORNER OF THE INTERSECTION OF NORTH CHURCH STREET AND DENNY ROAD)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

Section 1. The Official Zoning Map is hereby amended by rezoning from **RS-9** (Residential-Single Family) to **CD-LB** (Conditional District-Limited Business).

The area is described as follows:

"Beginning at a point lying at the northeastern intersection of North Church Street and Denny Road, Said point is the Point of Beginning, thence running with the eastern margin of North Church Street North 19 deg. 33' West a distance of 168.42' to a point. Said point being the same point as James & Wanda Hefner's South West property corner as per Deed Book 2794, Page 408. Thence along the southern line of James & Wanda Hefner's property North 86 deg. 46' East a distance of 226.89' to a point. Said point being Tanya L. Best's North West property corner as per Deed Book 6626, Page 2402. Thence along Tanya L. Best's Western line South 03deg. 03' East a distance of 187.63' to a point in the Northern Right of Way of Denny Road as per Plat Book 87, Page 98. Thence along the Northern Right of Way of Denny Road North 84 deg. 58' West a distance of 180.84' to the point of beginning and being all of lots 1,2 & 3 as recorded in a Resubdivision Plat for Mary Frances Williams in Plat Book 87, Page 98 recorded in the Guilford County Registry and containing 0.81+/- acres (35106.23+/- sq ft). There is a 20' radius at the intersection of North Church Street and Denny Road. All property line information taken from recorded documents, no field survey was performed to create this Metes & Bounds. The above described property is known as 3500 North Church Street, PIN 7866753734 (old parcel number 0004120000200031) Deed Book 7042, and Page 236"

Section 2. That the rezoning from **RS-9** (Residential-Single Family) to **CD-LB** (Conditional District-Limited Business) is hereby authorized subject to the following use limitations and conditions:

- 1. Uses: All uses allowed in the LB zoning district **except** convenience stores (with fuel pumps) and any use with a drive-thru.
- 2. Hours of operation shall be limited to 6:00 AM thru 10:00 PM.
- Where the property abuts a designated transit stop, the developer shall provide an easement and concrete pad(s) built to GTA standards for a bus stop if one is requested by any transit authority.
- 4. Principal building façade shall be oriented towards N. Church Street.

Section 3. This property will be perpetually bound to the uses authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in Chapter 30 of the Greensboro Code of Ordinances. Final plans for any development shall be submitted to the Technical Review Committee for approval.

Section 4. Any violations or failure to accept any conditions and use limitations imposed herein shall be subject to the remedies provided in Chapter 30 of the Greensboro Code of Ordinances.

Section 5. This ordinance shall be effective on May 18, 2010.



City of Greensboro

City Council

Agenda Item

TITLE: Ann	exation Request - Ordinance ann	exing territory to the corporate limits – 5.9-acre
contiguous	annexation of the Piedmont Pape	er Stock, LLC property located at 3909 Riverdale Road.
Department:	Planning	Meeting Date: 7/20/10
Contact 1:	Dick Hails	Public Hearing: Yes
Phone:	373-2922	Advertising Date/ Advertised By:
Contact 2:	Steve Galanti	Council District: Adjoins District 1
Phone:	373-2918	Authorized Signature: 1001 aus
Attachments:	Attachment A: "PL(P)09-11" map	

PURPOSE:

Piedmont Paper Stock, LLC has petitioned the City for annexation of its property at 3909 Riverdale Road. The City Council is required to hold a public hearing on this petition before considering its approval.

BACKGROUND:

This annexation is contiguous because it abuts the primary city limits along its western boundary. This property is within the Tier 1 Growth Area (2007-2013) on the Growth Strategy Map in the Comprehensive Plan.

This site is developed and contains the Piedmont Paper Stock Company.

The City's Fire Department notes that this site is currently served by the Pleasant Garden Volunteer Fire Department (Station #3) and will be served by City Station #53 on Willow Road. The response time from the City station will be better than County response and within the Greensboro Fire Department's goal of four minutes or less travel time. Service will be further improved upon completion and staffing of the proposed City station near the intersection of West Vandalia Road and South Elm-Eugene Street, which is estimated to be first quarter of 2011.

Water service is available by connecting to the existing eight-inch water line located within Riverdale Road. However, the Department of Water Resources notes that further improvements, such as additional loop feeds and/or on-site storage tank and pump, will need to be made in order to supply this property with adequate fire protection.

The site is currently connected to the existing eight-inch City sewer line located within Riverdale Road.

The Police Department estimates it can provide service with little difficulty at the current staffing levels.

Provision of other City services will involve a travel distance almost equal to that necessary to provide service to the previously-annexed property to the west.

BUDGET IMPACT:

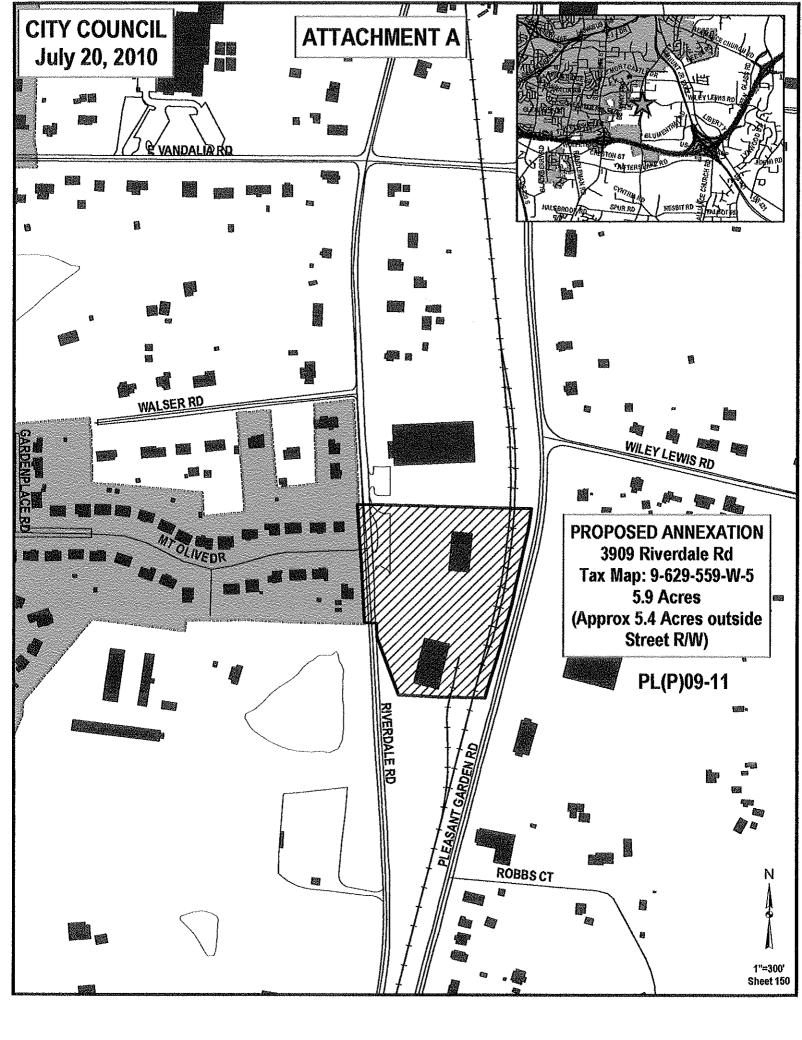
Initial service will be absorbed in the budget, but future service will have an incremental effect on future budgets.

Agenda Item: 46

RECOMMENDATION / ACTION REQUESTED:

The Technical Review Committee (TRC) recommended this annexation to the Planning Board and to City Council. The Planning Board recommended this annexation at its December meeting on a vote of 8-0.

Accordingly, it is recommended that on July 20, 2010, the City Council hold a public hearing to receive public comment and to consider adoption of an ordinance annexing the above-mentioned property into the City of Greensboro.





City of Greensboro City Council

Agenda Item

Department:	Planning Department	Meeting Date:	July 20, 2010
Contact 1:	Richard Hails	Public Hearing:	Yes
Phone:	373-2922	Advertising Date / Advertised By:	07/08/2010 and 07/15/2010 by City Clerk
Contact 2:	Rawls Howard	Council District:	Adjoins District 1
Phone:	373-2748	Authorized Signatu	ire: FWHans
A	Attachment A: Vicinity Map (PL		
Attachments:	Attachment B: Minutes of January 11, 2010 Zoning Commission Meeting Attachment C: Zoning Staff Report for Zoning Case Z-10-01-003		

PURPOSE:

Pursuant to a utility agreement and voluntary annexation petition signed by Piedmont Paper Stock, LLC on January 14, 2004, City of Greensboro applied for **City HI** (Heavy Industrial) original zoning designation for property located **3909 Riverdale Road**, generally described as east of Riverdale Road, west of Pleasant Garden Road and south of Wiley Lewis Road.

The Zoning Commission voted on this request on **January 11, 2010**. Since this is an original zoning request, the City Council will conduct a public hearing to consider this application on **July 20, 2010**.

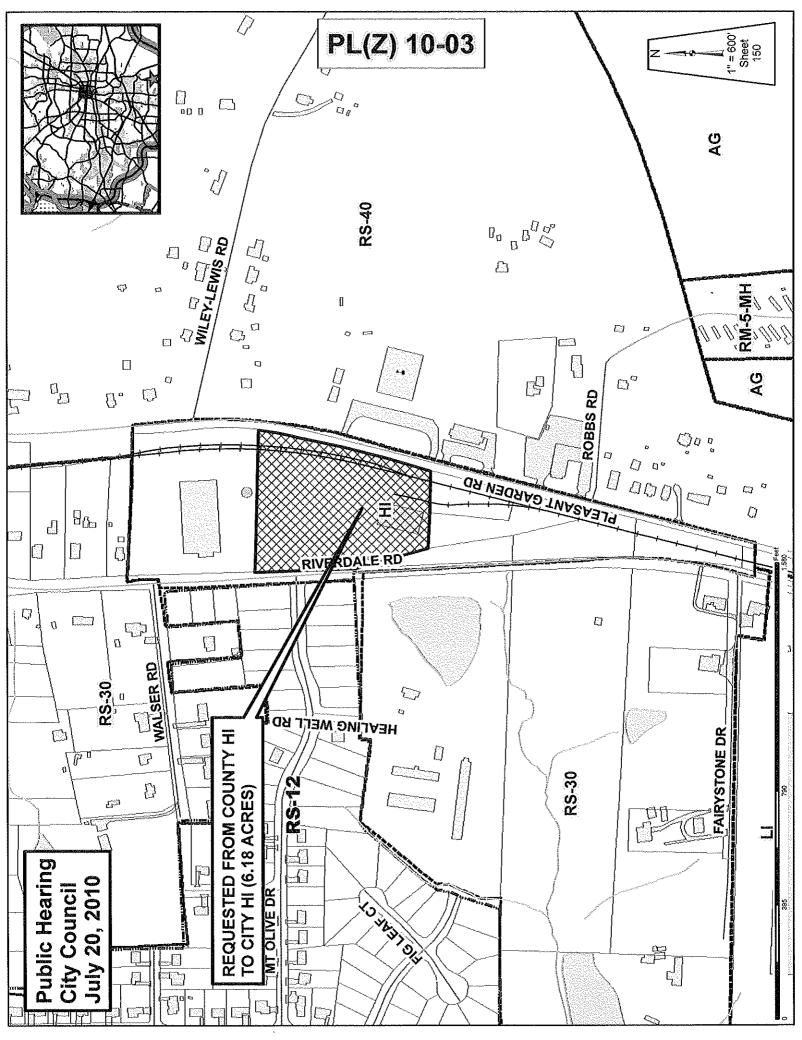
BACKGROUND:

Following a public hearing on January 11, 2010, the Zoning Commission voted 9-0 to recommend approval of this request. 1 person spoke in opposition to and none in favor of this proposal. (See Attachment B: Minutes of January 11, 2010 Zoning Commission Meeting). This original zoning application is tied to an accompanying annexation petition.

RECOMMENDATION / ACTION REQUESTED:

The Planning Department recommends approval of the ordinance.

Agenda	



ATTACHMENT B

MINUTES OF THE JANUARY 11, 2010 ZONING COMMISSION MEETING (PL (Z) 10-03)

Rawls Howard described the subject property, as well as surrounding properties, and noted issues in the staff report.

Chair Trapp asked if there was anyone wishing to speak in opposition to the request.

Neil McFarland, 3918 Riverdale Drive, stated that this is directly across from Piedmont Paper Stock. He is opposed to the request because there are concerns that the existing business will increase their operations, with more tractor trailer storage on the property, loss of existing trees, increased traffic and more trash coming from the property that will intrude into the surrounding residential neighborhood.

Dick Hails stated that the Generalized Future Land Use Map shows industrial/corporate park in this area and there is an already intermixing of industrial and residential uses. This is a limited size area with some current industrial and commercial uses. Comprehensive Plan policies related to the request promote a healthy and diversified economy, and promotes sound and sustainable land use patterns. Therefore, staff recommends approval of the request.

Mr. Kinser stated that the Greensboro Zoning Commission believes that its action to approve the zoning amendment located at 3909 Riverdale Road from County HI to City HI to be consistent with the adopted Connections 2025 Comprehensive Plan and considers the action taken to be reasonable and in the public interest because it is consistent with the Industrial/Corporate Park indicated for this site on the Connections 2025 Generalized Future Land Use Map, it is consistent with the Growth at the Fringe Goal to promote sound and sustainable land use patterns and it is consistent with the Economic Development Goal to promote a healthy, diversified economy, seconded by Mr. Johnson. The Commission voted 9-0 in favor of the motion. (Ayes: Trapp, Wright, Miller, Eckard, Johnson, Spangler, Hayworth, Kinser and Skenes. Nays: None)



Z-10-01-003

City of Greensboro Planning Department Zoning Staff Report and Plan Amendment Evaluation

City Council Hearing Date: July 20, 2010

GENERAL INFORMATION

APPLICANT City of Greensboro for Piedmont Paper Stock, LLC

HEARING TYPE Original Zoning

REQUEST County HI (Heavy Industrial) to

City HI (Heavy Industrial)

None CONDITIONS

LOCATION 3909 Riverdale Road, generally described as east of

Riverdale Road, west of Pleasant Garden Road and south of

Wiley Lewis Road

09-09-0629-0-0559-W-00501 PARCEL ID NUMBER (S)

PUBLIC NOTIFICATION The notification area for this public hearing was 600 feet

> (Chapter 30-9-1.2 of the City Ordinance requires notification of the owner of that parcel of land and the owners of all parcels of land adjoining and contiguous to that parcel of land as shown on the County tax listing). 59 notices were

mailed to those property owners in the mailing area.

TRACT SIZE ~6.18 acres

TOPOGRAPHY Generally flat

VEGETATION Scanty vegetation

SITE DATA

W

Existing Use Piedmont Paper Stock, LLC (paper recycling)

Adjacent Zoning Adjacent Land Uses Ν County HI (Heavy Industrial) Single-Family dwelling unit

E County RS-40 (Residential-Single Vandalia Christian School Family)

County RS-30 (Residential-Single Single-Family dwelling units

Family) and City RS-12 ((Residential-

Single Family)

S County HI (Heavy Industrial) Undeveloped

Z-10-01-003 Staff Report

Zoning History

Case #

Date

Request Summary

N/A

ZONING DISTRICT STANDARDS

District Summary *

Zoning District Designation:

Existing County (HI) Requested City (HI)

Max. Density:

N/A

N/A

Typical Uses

Primarily intended to accommodate a wide range of assembling, fabricating, and manufacturing activities. The district is established for the purpose of providing appropriate locations and development regulations for uses which may have significant environmental impacts or require special measures to ensure

Primarily intended to accommodate a wide range of assembling, fabricating, and manufacturing activities. The district is established for the purpose of providing appropriate locations and development regulations for uses which may have significant environmental impacts or require special measures to ensure compatibility with adjoining compatibility with adjoining properties. properties.

SPECIAL INFORMATION

Overlay District Ordinance/Historic Preservation - N/A

Environmental/Soils

Water Supply Watershed

N/A, If site continues to drain west then site drains to South

Buffalo Creek

Floodplains

N/A N/A

Streams Other:

N/A

Utilities

Potable Water Waste Water

Airport Noise Cone

The subject property is not located in the Airport Noise Cone.

^{*}These regulations may not reflect the actual requirements for all situations; see the City of Greensboro Zoning Code for actual regulations for site requirements for this zoning district.

Staff Report Z-10-01-003

Landscaping Requirements – Not applicable until such time as a development plan is proposed for this site.

Location Required Planting Yard Type and Rate

North

South

East

West

Tree Preservation Requirements - Not applicable until such time as a development plan is proposed for this site.

Acreage

6.18 ac.

Requirements

Transportation

Street Classification:

Riverdale Road - Local Street.

Site Access:

Existing.

Traffic Counts:

None available.

Trip Generation:

Sidewalks:

N/A.

Sidewalks are a requirement of the Development Ordinance. 5' sidewalk with a 5' grass strip is required along both sides of thoroughfares. 5' sidewalk with a 3' grass strip is required along one side (at a minimum, collectors may require sidewalk on both sides) of all other street types. There is no existing sidewalk along the frontage of this development nor are there any plans for the City to

build sidewalk.

Transit in Vicinity:

No transit in this area at this time.

Traffic Impact Study:

No, not required per TIS Ordinance.

(TIS)

Street Connectivity:

N/A.

Other:

N/A.

IMPACT ANALYSIS

Land Use Compatibility

The proposed **HI** (Heavy Industrial) zoning would allow land uses that are compatible with the general character of the area.

Connections 2025 Comprehensive Plan Policies

The Generalized Future Land Use Map designates this location as **Industrial Corporate Park**. The requested **County-HI** (Conditional District- Light Industrial) zoning district is consistent with this GFLUM designation.

Staff Report Z-10-01-003

Connections 2025 Written Policies

Economic Development Goal: Promote a healthy, diversified economy with a strong tax base and opportunities for employment, entrepreneurship and for-profit and non-profit economic development for all segments of the community, including under-served areas such as **East Greensboro**.

<u>POLICY 7C</u>: Ensure that city land use policies and regulations allow for an adequate supply of land to accommodate economic development.

<u>POLICY 7C.1</u>: Ensure that adequate land is zoned and has infrastructure available for the various stages of business development.

Connections 2025 Map Policies

Industrial/Corporate Park: This designation applies to areas where present or anticipated uses include both light and heavy industrial uses, such as manufacturing, assembly, and fabrication; wholesaling and distribution; and corporate office and technology parks, which may be introduced to replace older heavy industrial uses. Although new residential development is discouraged in areas designated for this land use category, pre-existing residential uses may be present in or adjacent to these areas. As established industrial areas redevelop, such residential, institutional, or similar uses should be protected from adverse impacts (heavy truck traffic, significant outside storage, factors such as noise, dust, and glare, etc.) through performance-based standards, buffers, and proper separation from noxious uses.

CONFORMITY WITH OTHER PLANS

City Plans - N/A

Other Plans - N/A

Staff/Agency Comments

Water Resources

If any proposed development disturbs an area greater than one acre the site is required to meet Phase 2 requirements.

Housing and Community Development

Planning

This original zoning request is being initiated by the City of Greensboro pursuant to an utility agreement and voluntary annexation petition signed by Piedmont Paper Stock, LLC on January 14, 2004.

The approximately 6-acre subject site currently consists of a paper recycling company. To the east of the subject site is the Vandalia Christian School and to the west and north are single-family dwelling units. The property to the south is undeveloped at this moment. The location of the subject site is unique in the sense that the western and eastern boundaries are defined by Riverdale Road and Pleasant Garden Road respectively.

Approving this request will help provide a development framework for the fringe that guides

Staff Report Z-10-01-003

sound, sustainable patterns of land use, limits sprawl, protects rural character, evidences sound stewardship of the environment, and provides for efficient provision of public services and facilities as the City expands. It will also promote a healthy, diversified economy with a strong tax base and opportunities for employment, entrepreneurship and for-profit and non-profit economic development for all segments of the community.

Staff believes that this request is consistent with the intent and purpose of the zoning code and the Comprehensive Plan (Connections 2025). Staff is also of the opinion that the request is generally compatible with the existing development in the surrounding area.

STAFF RECOMMENDATION

Staff recommends approval of the requested HI (Heavy Industrial) zoning district.

AMENDING OFFICIAL ZONING MAP

3909 Riverdale Road (East of Riverdale Road, west of Pleasant Garden Road and south of Wiley Lewis Road)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

Section 1. The Official Zoning Map is hereby amended by establishing original zoning from **County HI** (Heavy Industrial) to **City HI** (Heavy Industrial).

The area is described as follows:

"BEGINNING at a point along the western ROW of Riverdale Road (60-foot right-ofway), said point also being the southeast corner of the existing City of Greensboro City Limits as depicted on the "Annexation Map For Sandra Anderson Builders," City Drawing #D-2484; THENCE PROCEEDING WITH THE EXISTING CITY LIMITS western ROW of Riverdale Road in a northerly direction approximately 375 feet to a point along the western ROW of Riverdale Road; THENCE DEPARTING FROM THE EXISTING CITY LIMITS in an easterly direction approximately 60 feet across the ROW for Riverdale Road to a point within the eastern ROW of Riverdale Road, said point being the northwest corner of the property of Piedmont Paper Stock as recorded in Deed Book 5402 on Page 537 of the Guildford County Register of Deeds; thence proceeding S 87° 29' 14" E a distance of 482.85 feet to a point along the western ROW of Pleasant Garden Road (60-foot right-of-way); thence proceeding S 13° 01' 22" W a distance of 623.39 feet to a point, said point being the along the western ROW of Pleasant Garden Road and the northeastern corner of the property of the Duke Power Co. as recorded in Deed Book 1290 on Page 13 of the Guildford County Register of Deeds; thence proceeding N 87° 53' 52" W a distance of 259.67 feet to a point, thence proceeding N 19° 36' 18" W a distance of 159.13 feet to a point in the eastern margin of the ROW of Riverdale Road; thence proceeding in a northerly direction along the eastern ROW of Riverdale Road approximately 95 feet to a point along the eastern ROW of Riverdale Road; thence proceeding in a westerly direction approximately 60 feet across the ROW for Riverdale Road to the and place of BEGINNING and containing 5.9 acres more or less"

Section 2. That the rezoning from **County HI** (Heavy Industrial) to **City HI** (Heavy Industrial) is hereby authorized subject to the use limitations of the Heavy Industrial zoning district.

Section 3. This property will be perpetually bound to the uses authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in Chapter 30 of the Greensboro Code of Ordinances. Final plans for any development shall be submitted to the Technical Review Committee for approval.

Section 4. Any violations or failure to accept any conditions and use limitations imposed herein shall be subject to the remedies provided in Chapter 30 of the Greensboro Code of Ordinances.

Section 5. This ordinance shall be effective on July 20, 2010.



City of Greensboro City Council

Agenda Item

TITLE: Street Closing: Recommendation on a resolution closing portions of several unnamed alleys: being Lilly Street and Jackson Street located along the south side of Spring Garden Street; a fifteen-foot wide alley adjoining Jackson Street on the west then turning north to Spring Garden Street; and another five-foot wide alley adjoining Jackson Street on the east, turning north into the Newman Machinery property.

Department:	Planning	Meeting Date: July 20, 2010
Contact 1:	Richard Hails	Public Hearing: Yes
Phone:	373-2922	Advertising Date / Advertised By:
Contact 2:	Nicole Ward	Council District: 3
Phone:	412-5757	Authorized Signature:
Attachments:	PL(P) 10-08	

PURPOSE:

The property owners have requested closing Portions of several unnamed alleys: being Lilly Street and Jackson Street located along the south side of Spring Garden Street; a fifteen-foot wide alley adjoining Jackson Street on the west then turning north to Spring Garden Street; and another five-foot wide alley adjoining Jackson Street on the east, turning north into the Newman Machinery property.

BACKGROUND:

The street right-of-way was recorded on the plat of the Jackson Property for J.F. Jordan, as shown in Plat Book 3, Page 5. The alley east of Jackson Street was recorded on the plat of the R.S. Petty Property (Plat Book 2, Page 66). The alley west of Jackson Street was established by deed (Deed Book 1107, Page 207) in 1946. The Planning Department has received a plan proposing to build a multifamily development. This plan shows using the Jackson Street and Lilly Street right-of-way as being closed and combining with the adjacent properties to accommodate the proposed housing. 100% of the abutting property owners have signed the petition.

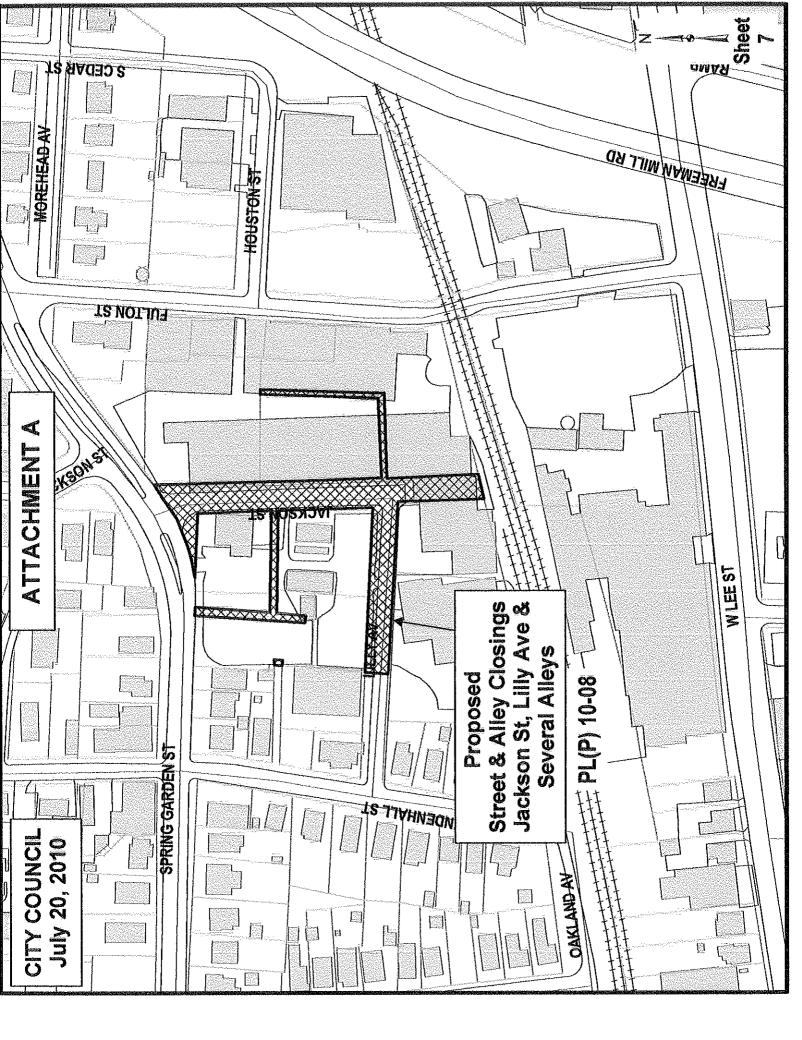
BUDGET IMPACT:

There will be a small impact on the current or future budgets, due to some pavement no longer being maintained by the City.

RECOMMENDATION / ACTION REQUESTED:

The Technical Review Committee (TRC) feels circumstances here allow the City to make the two required determinations for a street or alley closing: (1) that closing it is not contrary to the public interest and (2) that no property owner in the vicinity is deprived of reasonable means of ingress and egress. Therefore, the (TRC) recommends the closings with two conditions: (1) provide a City standard turn-around at Lilly Street, and (2) the City shall retain 20 foot utility easements over existing utility lines until such time as the lines are no longer needed for public use. The Planning Board recommended these street and alley closings at its May meeting.

1105
Agenda Item: 🖟 🗸
and the state of t





STREET CLOSING PETITION

Date 4/14/10

TO THE CITY COUNCIL OF THE CITY OF GREENSBORO:

The undersigned, being the owners of Majority (circle one) of the property abuting the street named below, or portion of street, request that said street, or portion of street, be permanently closed and abandoned as a public street. The street, or portion of street, being as follows: LILLY STREET, JACKSO-1 STREET, AND UNHAMEN ALLEY AS SHOWN ON THE STREET A-10 ALLET CLOSULES MIP DATED 4/13/2010

The undersigned believes that the closing and abandonment of the above described street, or portion of street, is not contrary to the public interest, and no individual or other party, owning property in the vicinity of the street, or in the subdivision in which the street is located, will be deprived of reasonable means of ingress or egress to his or its property. A lifteen (15) foot utility casement will be retained by the City of Greenshoro centered on each existing utility line located in that portion of street to be closed.

X	HELIMAL MACHINE CO HIL
	Aranker Gorge
	WILLIAM M. YORK JR.
	SPRING GALVEL PROPERTIES, LIC
	Joseph T. Planger Partie
	(Hank W York)
	Grand W Charles
	Jean L York
	Jean L Yal
	Dizabeth T. York
<u>Important</u> : Both Husband and Wi	fe Must Sign, if Applicable.
	Date received
3/8571	Received by:



Elaine F. Marshall Secretary North Carolina

DEPARTMENT OF THE SECRETARY OF STATE

PO Box 29822 Raleigh, NC 27626-0622 (919)807-2000

CORPORATIONS	***************************************	Date: 7/1/2010	
Corporations Home Search By Corporate Name Search For New & Dissolved Search By Registered Agent Important Notice Resale of Tickets Online	Click here to: View Document Fillings Sign Up for E-Notifications Print apre-populated Annual Report Form Annual Report Count File an Annual Report Corporation Names		
Corporations FAQ Homeowners' Association FAQ Tobacco Manufacturers Unincorporated Non-Profits	Name NC SPRING GARDEN PROPERTIES, L.L.C. Limited Liability Company Information	Name Type LEGAL	
Dissolution Reports Non-Profit Reports Verify Certification Online Annual Reports LINKS & LEGISLATION KBBE B2B Annual Reports	SOSID: Status: Effective Date: Dissolution Date: Annual Report Due Date: Citizenship:	0472732 CURRENT-ACTIVE 10/7/1998 DOMESTIC	
SOSID Number Correction 2001 Bill Summaries 1999 Senate Bills Corporations 1997	State of Inc.: Duration: Registered Agent	NC DEC 2050	
Professional Corporations NCSOS Authority to Dissolve Register for E-Procurement Dept. of Revenue	Agent Name: Office Address:	THOMPSON, JOSEPH T 811 LILLY AVE GREENSBORO NC 27403	
ONLINE ORDERS Start An Order New Payment Procedures	Mailing Address: Principal Office	811 LILLY AVE GREENSBORO NC 27403	
CONTACT US Corporations Division	Office Address:	811 LILLY AVE GREENSBORO NC 27403	
TOOLS Secretary of State Home Secretary of State Site Map Printable Page	Mailing Address: Officers	811 LILLY AVE GREENSBORO NC 27403	
	Title: Name: Business Address:	MANAGER JOSEPH THOMPSON 811 LILLY AVE GREENSBORO NC 27403	
	Title: Name: Business Address:	MANAGER JOSEPH BAUER 811 LILLY AVE GREENSBORO NC 27403	

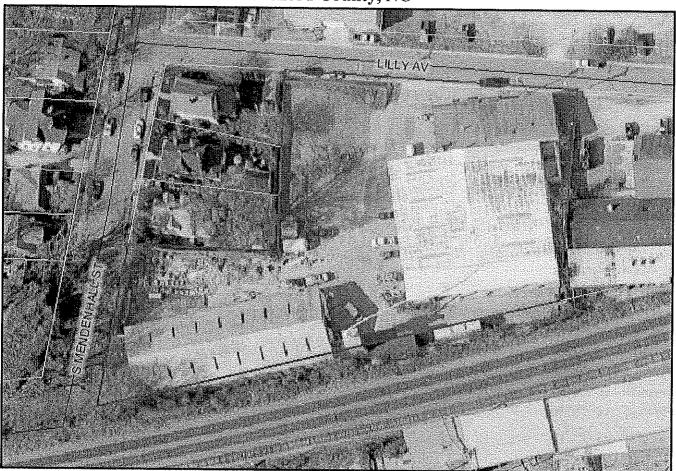
Results 1 - 4 of 4

□ Parcels Similar Properties

SPRING GARDEN PROPERTIES LLC 811 LILLY AVE

Old Parcel Number	00-00-0036-0-0006-00-004
Parcel Number	0003695
PIN	7864238640
View	Zoom To Parcel Record Card Sales History Tax Appraisal Information
Owner Name	SPRING GARDEN PROPERTIES LLC
Mailing Address 1	PO BOX 9863
Mailing Address City	GREENSBORO
Mailing Address State	NC
Mailing Address Zip	27408
Property Address	811 LILLY AVE
Legal Desc 1	Lot # 3-7 & 10-11 PB 3-5 JACKSON
Land Units	1.2500
Register of Deeds	Deed, Plat, Condo
Deed Book-Page	004771-01035
Plat Book-Page	
Condo Book-Page	
Total Assessed Value	\$539,400
Total Building Value	\$395,500
Total Out Building Value	\$0
Total Land Value	\$143,900
Total Deferred Value	\$0
Building Count	
Building Number	1
Year Built	1943
Heated Area	2144
Bedrooms	0
Bathrooms	FULL:0 HALF: 0
Use Code	Industrial
Appraisal Model Code	OFFICE

Guilford County, NC



Old Parcel Number	00000360000600004	Condo Book	and the second s
Parcel Number	0003695	Condo Page	amining and challenger or distributed the Charles de Annie de Charles de Annie de Annie and Anni
PIN	7864238640	Total Assessed Value	\$539,400
Owner Name	SPRING GARDEN PROPERTIES LLC	Total Building Value	\$395,500
Mailing Address 1	PO BOX 9863	Total Out Building Value	\$0
Mailing Address City	GREENSBORO	Total Land Value	\$143,900
Mailing Address State	NC	Total Deferred Value	\$0
Mailing Address Zip	27408	Building Count	1
Property Address	811 LILLY AVE	Building Number	1
Legal Desc 1	Lot # 3-7 & 10-11 PB 3-5 JACKSON	Year Built	1943
Land Units	1.2500	Heated Area	2144
Deed Book	004771	Bedrooms	0
Deed Page	01035	Bathrooms	FULL:0 HALF: 0
Plat Book	To Company of the Com	Use Code	Industrial
Plat Page	7 & 10-11 PB 3-5 JACKSON	Appraisal Model Code	OFFICE

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Map Scale
1 inch = 83 feet

Prepared by:

Gary R. Wolf, Turner Enochs & Lloyd, P.A.

Address of Grantee: P.O. Box 9863, Greensboro, NC 27408

Tax Stamps:\$800.00

WARRANTY DEED

THIS DEED made this __/a **-tlay of November, 1998, by and between MSD PROPERTY CORPORATION, a North Carolina Corporation, hereinafter called GRANTOR, and SPRING GARDEN PROPERTIES, L.L.C., a North Carolina Limited Liability Company, hereinafter called GRANTEE.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated Morehead Township, Guilford County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron pipe in the southern margin of the right of way of Lilly Street, said pipe being located South 76° 30' 00" East 126.18 feet from a nail at the approximate center line of the intersection of Lilly Street and South Mendenhall Street; running thence with the southern margin of the right-of-way of Lilly Street South 87° 14' 21" East 249.58 feet to an existing iron pipe, a corner with the property of Newman Machine Company; thence with the line of Newman Machine Company South 2° 50' 17" West 139.41 feet to an existing iron pipe in the northern margin of the 200 foot railroad right-of-way; thence with the northern margin of the railroad right-of-way South 76° 29' 50" West 392.16 feet to an existing iron pipe in the eastern margin of the right-of-way of South Mendenhall Street; thence with the eastern margin of the right-of-way of South Mendenhall Street North 8° 57' 26" East 99.28 feet to a new iron set, a corner with the property of George P. Grill: thence with the southern line of the property of George P. Grill South 87° 14' 21" East 117.47 feet to a new iron set; thence with the eastern line of the properties of George P. Grill North 2° 20' 22" East 100.35 feet to an existing iron pipe, a corner of the property of Bruce R. Oakley; thence with the eastern line of Oakley North 2° 20' 22" East 50.20 feet to an existing iron pipe, the point and place of Beginning, in accordance with a survey entitled, "Map of survey for Spring Garden Properties," dated November 5, 1998, as prepared by Wayne L. Stutts, P.A., and being all of lots numbered 3-4-5-6-7-10 and 11, Block Number 2, of the Jackson Property as recorded in Plat Book Number 3, at Page 5, in the Office of the Register of Deeds of Guilford County, North Carolina,

The foregoing property was acquired by MSD Property Corporation by that certain deed recorded in Book 4490, at Page 307, Guilford County Public Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions stated herein.

Title to the property hereinabove described is subject to the following exceptions:

Easements, restrictions, rights-of-way of record, if any, ad valorem taxes for the current year.

001035

In

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

MSD PROPERTY CORPORATION.

ATTEST:

SD PACATE SEALJ

ÖRTH ÁRROLINA

GUNLFORD COUNTY

I, CARY R. .. or F., a Notary Public for said county and state do hereby certify that on this day personally appeared before me MR leadereft and acknowledged that he is Secretary of MSD PROPERTY CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of said corporation, the foregoing Instrument was signed in its name, by its ____President, sealed with its Corporate Seal and attested by him/her as its Secretary.

Witness my hand and official seal, this behavior November, 1998.

My commission expires:

9-24-2000

North Carolina - Guilford County

The contilicate (s) of

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown

nt/Deputy Register of Dreds

RECORDED KATHERINE LEE PAYNE REGISTER OF DEEDS GUILFORD COUNTY, NO

BOOK: 4771 PAGE(S):1035 TO 1036

11/10/1998 16:30:58

GUILFORD CO.

GUILFORD COUNTY 11/10/1998 NC REAL ESTATE EXTX

\$800.00

2

CA201007401146



LIMITED LIABILITY COMPANY ANNUAL REPORT

SOSID: 0472732 Date Filed: 3/15/2010 9:53:00 AM Elaine F. Marshall North Carolina Secretary of State CA201007401146

NAME OF LIMITED LIABILITY COMPANY: SPRING GARDEN PROPERTIES, L.L.C.

STATE OF INCORPORATION: NC

SECRETARY OF STATE L.L.C. ID NUMBER:

0472732

NATURE OF BUSINESS: Real Estate (Rental)

REGISTERED AGENT: THOMPSON, JOSEPH T

REGISTERED OFFICE MAILING ADDRESS: 811 Lilly Ave

Greensboro, NC 27403

REGISTERED OFFICE STREET ADDRESS:

811 Lilly Ave

Greensboro, NC 27403 Guilford County

SIGNATURE OF THE NEW REGISTERED AGENT:	
	SIGNATURE CONSTITUTES CONSENT TO THE ADBOMITMENT

PRINCIPAL OFFICE TELEPHONE NUMBER: (336) 274-3598

PRINCIPAL OFFICE MAILING ADDRESS: 811 Lilly Ave

Greensboro, NC 27403

PRINCIPAL OFFICE STREET ADDRESS:

811 Lilly Ave

Greensboro, NC 27403

MANAGERS/MEMBERS/ORGANIZERS:

Name: Joseph T Thompson

Title: Manager

Address: 811 Lilly Ave

Greensboro, NC 27403

Name: Joseph L Bauer

Title: Manager Address:

811 Lilly Ave

Greensboro, NC 27403

CERTIFICATION OF ANNUAL REPORT MUST BE COMPLETED BY ALL LIMITED LIABILITY COMPANIES

FORM MUST BE SIGNED BY A MANAGER/MEMBER

3/11/10

DATE

Loseph I hompson

TYPE OR PRINT NAME

MAnager

TYPE OR PRINTTILE

ANNUAL REPORT FEE: \$200 MAIL TO: Secretary of State • Corporations Division • Post Office Box 29525 • Raleigh, NC 27626-0525







Results 1 - 2 of 2

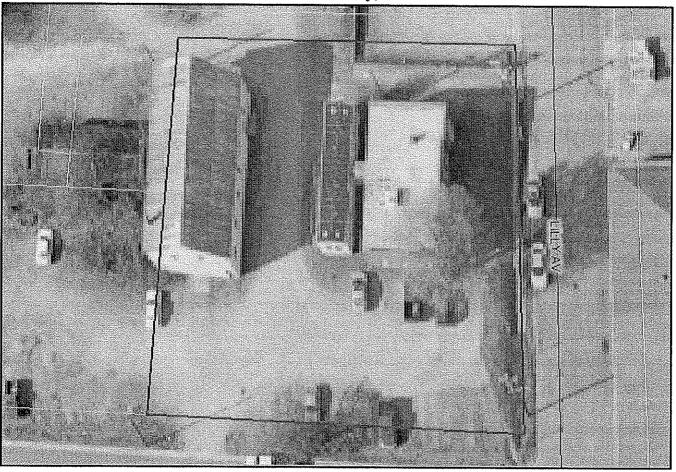
Parcels Similar Properties

YORK, WILLIAM M JR; YORK, FRANK W 508 JACKSON ST

Old Parcel Number	00-00-0036-0-0005-00-007
Parcel Number	0003684
PIN	7864330872
View	Zoom To Parcel Record Card Sales History Tax Appraisal Information
Owner Name	YORK, WILLIAM M JR ; YORK, FRANK W
Mailing Address 1	507 JACKSON ST
Mailing Address City	GREENSBORO
Mailing Address State	NC
Mailing Address Zip	27403
Property Address	508 JACKSON ST
Legal Desc 1	Lot # 13-15 BK1806-516 508 JACKSON S
Land Units	0.5200
Register of Deeds	Deed, Plat, Condo
Deed Book-Page	The state of the s
Plat Book-Page	
Condo Book-Page	
Total Assessed Value	\$178,800
Total Building Value	\$117,900
Total Out Building Value	\$0
Total Land Value	\$60,900
Total Deferred Value	\$0
Building Count	2
Building Number	2
Year Built	1940
Heated Area	3868
Bedrooms	0
Bathrooms	N/A
Use Code	Industrial
Appraisal Model Code	LIGHTMFG

Print Priview Page 1 of 1

Guilford County, NC



Old Parcel Number	000000360000500007	Condo Book	
Parcel Number	0003684	Condo Page	and and development the model of the substitution prompting in a company to provide a policy of the substitution of the substitution and the substitution of the subst
PIN	7864330872	Total Assessed Value	\$178,800
Owner Name	YORK, WILLIAM M JR ; YORK, FRANK W	Total Building Value	\$117,900
Mailing Address 1	507 JACKSON ST	Total Out Building Value	\$0
Mailing Address City	GREENSBORO	Total Land Value	\$60,900
Mailing Address State	NC	Total Deferred Value	\$0
Mailing Address Zip	27403	Building Count	1
Property Address	508 JACKSON ST	Building Number	in francisco de mensio tromo, tromino, inclusor, por implicaçõe aprilimate de aprilimate de aprilimate de april 1
Legal Desc 1	Lot # 13-15 BK1806-516 508 JACKSON S	Year Built	1940
Land Units	0.5200	Heated Area	1828
Deed Book		Bedrooms	0
Deed Page		Bathrooms	FULL:0 HALF: 0
Plat Book	TO COMMENT SECURITY S	Use Code	Industrial
Plat Page	The second secon	Appraisal Model Code	OFFICE

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Map Scale
1 inch = 38 feet



Secretary

North Carolina

Elaine F. Marshall DEPARTMENT OF THE SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

CORPORATIONS		
Carnorations Massa		Date: 7/1/2010
Corporations Home	Click here to:	
Search By Corporate Name	Vew Document Filings Sign Up for E-Notifica	tions
Search For New & Dissolved	Print apre-populated Annual Report Form	Annual Report Count File an Annual Report
Search By Registered Agent	•	, , , , , , , , , , , , , , , , , , , ,
Important Notice	Corporation Names	
Resale of Tickets Online		
Corporations FAQ	Name	Name Type
Homeowners' Association FAQ	NC NEWMAN MACHINE COMPANY, INCO	RPORATED LEGAL
Tobacco Manufacturers	Business Corporation Information	
Unincorporated Non-Profits		
Dissolution Reports	SOSID:	0103062
Non-Profit Reports	Status:	CURRENT-ACTIVE
Verify Certification	Effective Date:	3/31/1934
Online Annual Reports	Dissolution Date:	WO 11 1007
LINKS & LEGISLATION	Annual Report Due Date:	
VDOT COD Annual Florate	I	
KBBE B2B Annual Reports	Citizenship:	DOMESTIC
SOSID Number Correction	State of Inc.:	NC
2001 Bill Summaries	Duration:	PERPETUAL
1999 Senate Bills	Registered Agent	
Corporations 1997		
Professional Corporations	Agent Name:	STADLER, JANE L
NCSOS Authority to Dissolve	Office Address:	507 JACKSON STREET
Register for E-Procurement		GREENSBORO NC 27403
Dept. of Revenue		01122105010 110 27 100
ONLINE ORDERS	Mailing Address:	D O DOV 6407
W. 14 0 1	Touring Address.	P O BOX 5467
Start An Order	Principal Office	GREENSBORO NC 27435
New Payment Procedures	rimcipal Office	
CONTACT US	Office Address:	507 JACKSON ST
Corporations Division		GREENSBORO NC 27403
TOOLS		
Secretary of State Home	Mailing Address:	P O BOX 5467
Secretary of State Site Map		GREENSBORO NC 27435
Printable Page	Officers	
	Title:	PRESIDENT
	Name:	FRANK YORK
	Business Address:	P O BOX 5467
		GREENSBORO NC 27435
	Title:	SECRETARY/TREASURER
	Name:	JANE STADLER
	Business Address:	
	onennes Audicas.	P O BOX 5467
		GREENSBORO NC 27435
	Títle:	VICE PRESIDENT
	Name:	
	Business Address:	JAMES LASTER
	dualitess Address:	P O BOX 5467
		GREENSBORO NC 27435
	Stock	
	Class	
	Class	Shares No Par Value
	COMMON	150000
	PREFERRED	50000



Secretary

North Carolina

Elaine F. Marshall DEPARTMENT OF THE SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

CORPORATIONS	No-Promitte Marketa	Date: 7/1/2010	
Corporations Home	Click here to:		
Search By Corporate Name			
Search For New & Dissolved	View Document Filings Sign Up for E-Notifications		
Search By Registered Agent	Print apre-populated Annual Report Form Annual	al Report Count File an Annual Report	
Important Notice	Corporation Names		
Resale of Tickets Online	Curporation names		
1	Name		
Corporations FAQ	Name	Name Type	
Homeowners' Association FAQ	NC NEWMAN MACHINE COMPANY, INCORPORA	ATED LEGAL	
Tobacco Manufacturers	Business Corporation Information		
Unincorporated Non-Profits			
Dissolution Reports	SOSID:	0103062	
Non-Profit Reports	Status:	CURRENT-ACTIVE	
Verify Certification	Effective Date:	3/31/1934	
Online Annual Reports	Dissolution Date:	0/01/1004	
LINKS & LEGISLATION			
	Annual Report Due Date:		
KBBE B2B Annual Reports	Citizenship:	DOMESTIC	
SOSID Number Correction	State of Inc.:	NC	
2001 Bill Summaries	Duration:	PERPETUAL.	
1999 Senate Bills	Registered Agent		
Corporations 1997	-9		
Professional Corporations	Agent Name:	STADIED IANE I	
NCSOS Authority to Dissolve	Office Address:	STADLER, JANE L	
Register for E-Procurement	Office Address:	507 JACKSON STREET	
Dept. of Revenue		GREENSBORO NC 27403	
L.i.			
ONLINE ORDERS	Mailing Address:	P O BOX 5467	
Start An Order		GREENSBORO NC 27435	
New Payment Procedures	Principal Office		
<u> </u>			
CONTACT US	Office Address:	507 JACKSON ST	
Corporations Division		GREENSBORO NC 27403	
L			
TOOLS	Mailing Address:	DO DOV 5407	
Secretary of State Home	manny Address.	P O BOX 5467	
Secretary of State Site Map	Office	GREENSBORO NC 27435	
Printable Page	Officers		
	Title:	PRESIDENT	
	Name:	FRANK YORK	
	Business Address:	P O BOX 5467	
		GREENSBORO NC 27435	
		······································	
	Title:	SECRETARY/TREACHRES	
		SECRETARY/TREASURER	
	Name:	JANE STADLER	
	Business Address:	P O BOX 5467	
		GREENSBORO NC 27435	
	Title:	VICE PRESIDENT	
	Name:		
		JAMES LASTER	
	Business Address:	P O BOX 5467	
		GREENSBORO NC 27435	
	Stock		
	Class Sh	ares No Par Value	
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	and with additional and and and and	000	
	1 1300 million DOC	200	

Results 1 - 1 of 1

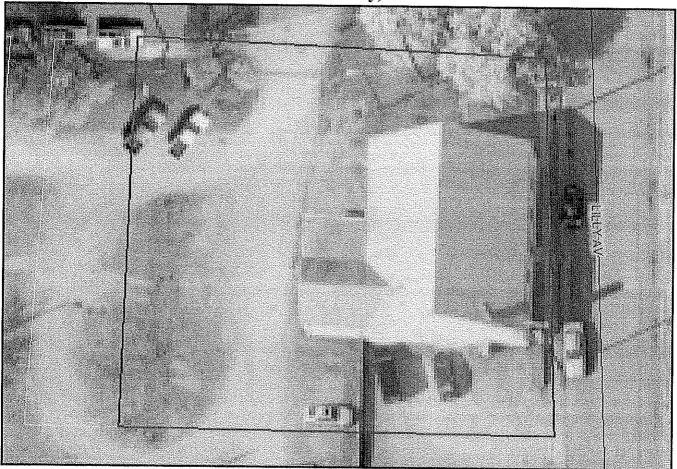
☐ Parcels Similar Properties

NEWMAN MACHINE CO INC 507 JACKSON ST

Old Parcel Number	20.00.0000.000
	00-00-0036-0-0005-00-006
Parcel Number	0003683
PIN	7864330977
View	Zoom To Parcel Record Card Sales History Tax Appraisal Information
Owner Name	NEWMAN MACHINE CO INC
Mailing Address 1	507 JACKSON ST
Mailing Address City	GREENSBORO
Mailing Address State	NC
Mailing Address Zip	27403
Property Address	507 JACKSON ST
Legal Desc 1	Lot # BK1518-597 507 JACKSON ST
Land Units	0.4200
Register of Deeds	Deed, Plat, Condo
Deed Book-Page	
Plat Book-Page	
Condo Book-Page	
Total Assessed Value	\$160,900
Total Building Value	\$6,200
Total Out Building Value	\$0
Total Land Value	\$154,700
Total Deferred Value	\$0
Building Count	1
Building Number	1
Year Built	1952
Heated Area	4860
Bedrooms	0
Bathrooms	FULL:0 HALF: 0
Use Code	Commercial
Appraisal Model Code	COMM/SERV

Print Preview Page 1 of 1

Guilford County, NC



Old Parcel Number	000000360000500006	Condo Book	
Parcel Number	0003683	Condo Page	Ottober 1900-til er kirariya kirim mirime kapitan 1909 (1909) er kirilikisa kirim inakan gapatan 1909 (1909)
PIN	7864330977	Total Assessed Value	\$160,900
Owner Name	NEWMAN MACHINE CO INC	Total Building Value	\$6,200
Mailing Address 1	507 JACKSON ST	Total Out Building Value	\$0
Mailing Address City	GREENSBORO	Total Land Value	\$154,700
Mailing Address State	NC	Total Deferred Value	\$0
Mailing Address Zip	27403	Building Count	1
Property Address	507 JACKSON ST	Building Number	1
Legal Desc 1	Lot # BK1518-597 507 JACKSON ST	Year Built	1952
Land Units	0.4200	Heated Area	4860
Deed Book		Bedrooms	0
Deed Page	The second secon	Bathrooms	FULL:0 HALF: 0
Plat Book	The second secon	Use Code	Commercial
Plat Page		Appraisal Model Code	COMM/SERV

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Map Scale
1 inch = 31 feet

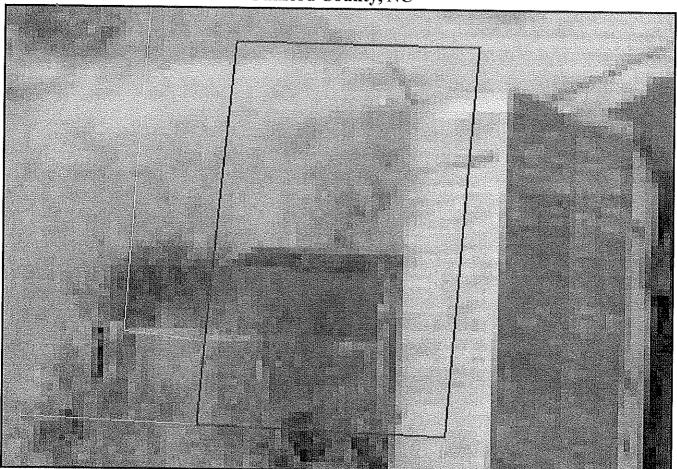
Results 1 - 15 of 18

- **□** □ Parcels Similar Properties
 - **MACHINE CO INC** 813 SPRING GARDEN ST
 - **MACHINE CO INC** 805 811 SPRING GARDEN ST
 - **NEWMAN MACHINE CO INC** 507 JACKSON ST
 - **NEWMAN MACHINE CO INC 508 NEAR JACKSON ST**

Old Parcel Number	100 00 0026 0 0025 00 005
Parcel Number	00-00-0036-0-0005-00-008
PIN Parcel Number	0003685
7114	7864239897
View	Zoom To Parcel Record Card Sales History Tax Appraisal Information
Owner Name	NEWMAN MACHINE CO INC
Mailing Address 1	507 JACKSON ST
Mailing Address City	GREENSBORO
Mailing Address State	NC
Mailing Address Zip	27403
Property Address	508 NEAR JACKSON ST
Legal Desc 1	Lot # BK1591-235 LILLY ST
Land Units	0.0600
Register of Deeds	Deed, Plat, Condo
Deed Book-Page	
Plat Book-Page	
Condo Book-Page	
Total Assessed Value	\$6,500
Total Building Value	\$0
Total Out Building Value	\$0
Total Land Value	\$6,500
Total Deferred Value	\$0
Building Count	
Building Number	
Year Built	
Heated Area	and the state of t
Bedrooms	
Bathrooms	
Use Code	Industrial
Appraisal Model Code	

Print Preview

Guilford County, NC

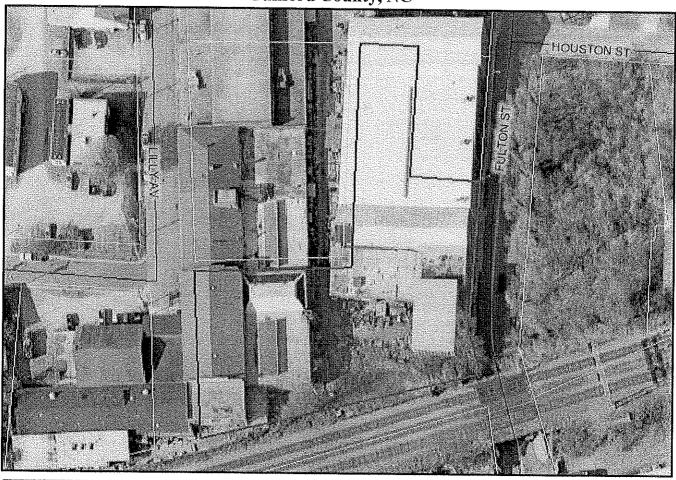


Old Parcel Number	000000360000500008	Condo Book	
Parcel Number	0003685	Condo Page	Metrikani salah sebada di seria didiki serian keriki keraman persengan seria keriki seria keriki seria keriki Persengan
PIN	7864239897	Total Assessed Value	\$6,500
Owner Name	NEWMAN MACHINE CO INC	Total Building Value	\$0
Mailing Address 1	507 JACKSON ST	Total Out Building Value	\$0
Mailing Address City	GREENSBORO	Total Land Value	\$6,500
Mailing Address State	NC	Total Deferred Value	\$0
Mailing Address Zip	27403	Building Count	okom kom istolika di silahar masi ka sinasin ngadang ogima di haya amasi ya 19,520 menili silahas ya 19,220 m Tangan inganisa ngangan silahar ngangan silahar ngangan silahar ngangan silahar ngangan silahar ngangan silaha
Property Address	508 NEAR JACKSON ST	Building Number	e et enemente de la marie d La marie de la
Legal Desc 1	Lot # BK1591-235 LILLY ST	Year Built	inandigi yana ada a saa daasa inansa aga ini ka kii hiiki ka anganiki inganisi na a
Land Units	0.0600	Heated Area	o biri dan diring timba daning ayan menebebagai pelanga diring diring diring diring diring diring diring diring
Deed Book		Bedrooms	ntiriagaburan, este tassais initialiaina paramenen este essaina
Deed Page		Bathrooms	etrini massilija kaita kunt of interpret of games ti sain massatista ayal, mas egenes massati
Plat Book		Use Code	Industrial
Plat Page		Appraisal Model Code	t Problem (1994) – přemí kon zákonovecho základní stantilení ktyrinovech pod menecké zá

Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 15 feet

Guilford County, NC



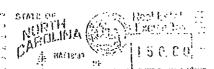
000000360000700006A	Condo Book	
0003699	Condo Page	and the second s
7864333636	Total Assessed Value	\$160,700
NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN	Total Building Value	\$0
507 JACKSON ST	Total Out Building Value	\$0
GREENSBORO	Total Land Value	\$160,700
NC	Total Deferred Value	\$ 0
27403	Building Count	Anatoria de distribuir de la companya de la company
507 JACKSON ST	Building Number	
Lot # 1-4 JACKSON ST	Year Built	or with the territory open property and property of the second
1.3700	Heated Area	
	Bedrooms	indiadia (Annoneonie) je ini jejeni sele ili senie.
	Bathrooms indicate the control of t	adel in die ika Burkeleining kannyelikin denga ayan pengan pengilikin denga ayan sebesah ika birak sebesah ika An dirik ika birak ika ika ika ika ika ika ika ika ika i
	0003699 7864333636 NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN 507 JACKSON ST GREENSBORO NC 27403 507 JACKSON ST Lot # 1-4 JACKSON ST 1.3700 003737	0003699 Condo Page 7864333636 Total Assessed Value NEWMAN MACHINE CO INC & WM M JR & F W YORK & Total Building Value 507 JACKSON ST Total Out Building Value GREENSBORO Total Land Value Total Deferred Value 27403 Building Count 507 JACKSON ST Building Number Lot # 1-4 JACKSON ST Year Built 1.3700 Heated Area 003737 Bedrooms

Results 1 - 2 of 2

□ □ Parcels Similar Properties

NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN 507 JACKSON ST

Old Parcel Number	00-00-0036-0-0007-00-006A
Parcel Number	0003699
PIN	7864333636
View	Zoom To Parcel Record Card Sales History Tax Appraisal Information
Owner Name	NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN
Mailing Address 1	507 JACKSON ST
Mailing Address City	GREENSBORO
Mailing Address State	NC
Mailing Address Zip	27403
Property Address	507 JACKSON ST
Legal Desc 1	Lot # 1-4 JACKSON ST
Land Units	1.3700
Register of Deeds	Deed, Plat, Condo
Deed Book-Page	003737-00622
Plat Book-Page	
Condo Book-Page	
Total Assessed Value	\$160,700
Total Building Value	\$0
Total Out Building Value	\$0
Total Land Value	\$160,700
Total Deferred Value	\$0
Building Count	
Building Number	
Year Built	
Heated Area	
Bedrooms	
Bathrooms	
Use Code	Industrial
Appraisal Model Code	The state of the s



3.86520

RECORDED

KAY F. PATSEAVOURAS

REGISTER OF DEEDS

GUILFFED GRONTY, NO

PB' 119 es 6 81 vall

Exelse Tax 150.00	Recording Time, Book and Page
Tax Lot No	Parcel Identifier No
Mail after recording to	
This instrument was prepared by Deborah J. Bost, Tugg without "fitle search" Brief description for the Index	le Duggins Meschan & Elrod, P.A.
NORTH CAROLINA GENI	ERAL WARRANTY DEED
THIS DEED made this ! st day of . Mary	
GRANTOR	GRANTEE
YORK INVESTMENT COMPANY	NEWMAN MACHINE COMPANY, INC.
	Permanent Address: 507 Jackson Street Greensboro, North Carolina 27403
Enter in appropriate block for each party: name, address, and, if appr The designation Granter and Grantee as used herein shall	include said parties, their heirs, successors, and assigns, and
shall include singular, plural, masculine, feminine or neuter WITNESSETH, that the Grantor, for a valuable consideral acknowledged, has and by these presents does grant, bargain certain lot or parcel of land situated in the City of	as required by context. tion paid by the Grantee, the receipt of which is hereby n, sell and convey unto the Grantee in fee simple, all that
See Exhibit A attached hereto and inc	corporated herein by this reference.
	121836 05/18/89 1 DEEDS 386520 5.00
	3 DEEDS ADDN PAGE(S) . 6.00
	1 PROBATE FEE 1.80
	1 EXCISE TAX STAMP 150.00

BK3737PG0622

- non-processorial and a state of the state

The property hereinabove described was a	equired by Grantor by instrument recorded in
Book 2848, Page 650 a	and Book 1480, Page 129
A map showing the above described proper	rty is recorded in Plat Book page page
the same in ice ample, that the 19 marks	ntee, that Grantor is seized of the premises in fee simple, has the right to convey table and free and clear of all encumbrances, and that Grantor will warrant and f all persons whomsoever except for the exceptions hereinafter stated. d is subject to the following exceptions:
Deeds of Trust of rec if any, and ad valore	cord, restrictions, easements and rights of way of record, em taxes for the current year.
IN WITNESS WHEREOF, the Grantor has be corporate name by its duly authorized officers and above wilten.	ercunto eet his hand and scal, or if corporate, has caused this instrument to be signed in its its scal to be herounto affixed by suthofity of its board of Directors, the day and year first
YORK INVESTMENT COMPANY (96 porate Name)	(SEAL)
ATTEST:	N (SEAL)
3 Secretary (Corporate 8)	6
personally appear	County. Ic of the County and State aforesaid, certify that Grantor, ed before me this day and acknowledged the execution of the foregoing instrument. Witness my stamp or seal, this day of
My commission ex	ipíres:
	o of the County and State atoresaid, certify that Auna States)
YORK INV	efore me this day and acknowledged that She is Secretary of CSTMENT COMPANY a North Carolina corporation, and that by authority duly act of the corporation, the foregoing instrument was signed in its name by its with its corporate seal and attested by Adda as its
3 5	and official stamp or seal, this Latton of May 1987
The foregoing Certificate(s) of	i fau AD
is/are certified to be correct. This instrument and the correct page hereof.	his conditions are duly registered at the date and time and in the Book and Page shown on the URAS REGISTER OF DEEDS FOR GUILFORD COUNTY
ву ЭДД	REGISTER OF DEEDS FOR
	BK3737PG0623

PODLE PRINTING CO , INC. PO BOX 17378 RALEIGH, NO. 27619

The state of the s

N.C. Bar Assoc. Form No. 3 Ø 1916, Revised 1917.

TRACT

BEGINNING at the intersection of the southern margin of Houston Street and the eastern margin of Fulton Street, running thence, South 3 degrees 33 minutes West along the eastern margin of Fulton Street, 289.8 feet to a stake in the center line of the Southern Railway main line track; thence, North 72 degrees 40 minutes East with the center line of said railroad tract 123.31 feet to a stake; thence, North 1 degrees 26 minutes 40 seconds East, 85.82 feet to a stake; thence, North 81 degrees 55 minutes 30 seconds East, 4.37 feet to a stake; thence, North 2 degrees 45 minutes 30 seconds West, 13.55 feet to a stake; thence, North 83 degrees 28 minutes East, 9.74 feet to a stake; thence, North 66 degrees 36 minutes West, 147.93 feet to a pin in the southern margin of Houston Street; thence, North 87 degrees 7 minutes West, 98.72 feet to the point of BEGINNING.

Together with all railroad rights, spur track rights, rights of way over existing concrete driveway, whether elevated or on ground level, which said party of the first part may now have either on the above described or adjoining properties.

A THIRTY-FIVE PERCENT (35%) UNDIVIDED INTEREST IN AND TO THE FOLLOWING FOUR TRACTS OF LAND:

TRACT I

BEGINNING at an iron stake at the intersection of Jackson Street and Jackson Place, said point being in the western margin of Jackson Street and the southern margin of said Jackson Place, and running thence, westwardly with the southern margin of said Jackson Place, 116.95 feet to a stake, the northeast corner of Lot #3 in Block 2 of the map of the Jackson property as surveyed for J. F. Jordan, as shown in plat in Book 3, Page 5; thence, in a southern direction with the eastern line of said Lot #3, 140 feet to a point 100 feet northwardly from the center of the main track of the North Carolina Railroad; thence, in an eastward direction parallel with the center of the main track of the said North Carolina Railroad and 100 feet from same, 132.4 feet to an iron stake in the western margin of Jackson Street; thence, northwardly with the western margin of Jackson Street, 97.1 feet to the point of BEGINNING; same being Lots numbers 1 and 2 in Block 2 of the map of the Jackson property as surveyed for J. F. Jordan and recorded in Plat Book 3, Page 5, in the Office of the Register of Deeds of Guilford County. This is the same land that was conveyed to W. B. Cook by W. G. Balsley and John R. Cutchin by deed recorded in said Office in Book 220, Pages 280 and 281; and conveyed to Guilford Foundry Company by W. B. Cook and wife, M. L. Cook by deed recorded in said Office in Book 228, Page 451.

Being the same land conveyed to Newman Machine Company by deed from Guilford Foundry Company, recorded in the office of the Register of Deeds of Guilford County, North Carolina in Book 408, page 302.

TRACT II

BEGINNING at an iron stake in center of the North Carolina Railroad track and running along the eastern edge of Jackson Street, 213.5 feet to an iron stake in Petty-Wysong Property; thence, North 88 degrees 25 minutes East, 150 feet to a stake; thence, North 1 degree 35 minutes West, 187 feet to an iron stake in Jackson's line; thence, North 86 degrees 40 minutes East, 60.2 feet to an iron stake; thence, South 2 degrees 30 minutes West, 108 feet to an iron stake; thence, about East, 60 feet

to an iron stake on the western edge of Fulton Street; thence, along the western edge of Fulton Street in a southerly direction, 222 feet to the center of North Carolina Railroad track; thence, along the center of North Carolina Railroad track, 247.6 feet to the BEGINNING.

Reserving for the benefit of the lots adjacent thereto an eight-foot alleyway along the southern boundary of what is known as Lot No. 1, in the R. S. Petty Plat on Jackson Street and a ten-foot alleyway along the eastern boundaries of what is known as Lots #1, 2, 3, and 4 in the R. S. Petty Plat on Jackson Street, for definite location of the easement hereby reserved, see Plat Book _____, Page _____, in the Office of the Register of Deeds of Guilford County.

Being the same land conveyed to Newman Machine Company by deed from R. S. Petty and wife, Nancy L. Petty, dated June 2, 1906, and recorded in the office of the Register of Deeds of Guilford County, North Carolina, in Book 216, page 502.

TRACT III

BEGINNING at an iron stake on Jackson Street and the north-west corner of the Newman Machine Company, and running thence, eastwardly 150 feet with the Newman Machine Company's line to an iron stake; thence, northwardly with Newman Machine Company's line, 187 feet to an iron stake at Jackson's line; thence, westwardly with Jackson's line 150 feet to an iron stake on Jackson Street; thence, southwardly along Jackson Street 200 feet more or less to the point of BEGINNING; being lots numbers 1, 2, 3, and 4 of the Petty and Wysong Plat.

Being the same land conveyed to Newman Machine Company by deed from O. C. Wysong and wife, Fannie J. Wysong, dated January 31, 1913, and recorded in the office of the Register of Deeds of Guilford County, North Carolina, in Book 246, page 36. See Plat Book 7, page 66, Guilford County Registry.

TRACT IV

BEGINNING at an iron stake at the southeastern intersection of Houston and Fulton Streets in the City of Greensboro; thence, with Houston Street, North 86 degrees 50 minutes West, 61.50 feet to Jackson's line; thence, South 2 degrees 50 minutes West, 117 feet to a stake; thence, 61 feet to a stake on the west margin of Fulton Street; thence, in a northerly direction with the west margin of Fulton Street, 117 feet to the point of BEGINNING.

Being the same land conveyed to Newman Machine Company by deed from John J. Heck and wife, Ida C. Heck, dated March 1, 1913, and recorded in the office of the Register of Deeds of Guilford County, North Carolina, in Book 246, page 250.

Together with all easements of right of way to adjoining streets and railway sidings to the above described property.

Constitution of the second of

Plat Book	Use Code	Industrial
Plat Page	Appraisal Model Code	

Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 88 feet

Results 1 - 15 of 18

- Parcels Similar Properties
 - NEWMAN MACHINE CO INC 813 SPRING GARDEN ST
 - MEWMAN MACHINE CO INC 805 811 SPRING GARDEN ST
 - MEWMAN MACHINE CO INC
 507 JACKSON ST
 - MEWMAN MACHINE CO INC 508 NEAR JACKSON ST
 - NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN 809 NEAR LILLY AVE

Old Parcel Number	00-00-0036-0-0006-00-005
Parcel Number	0003696
PIN	7864330692
View	Zoom To Parcel Record Card Sales History Tax Appraisal Information
Owner Name	NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN
Mailing Address 1	507 JACKSON ST
Mailing Address City	GREENSBORO
Mailing Address State	NC
Mailing Address Zip	27403
Property Address	809 NEAR LILLY AVE
Legal Desc 1	Lot # 1-2 PB3-5 JACKSON
Land Units	0.3300
Register of Deeds	Deed, Plat, Condo
Deed Book-Page	003737-00622
Plat Book-Page	
Condo Book-Page	
Total Assessed Value	\$38,400
Total Building Value	\$0
Total Out Building Value	\$0
Total Land Value	\$38,400
Total Deferred Value	\$0
Building Count	
Building Number	
Year Built	
Heated Area	
Bedrooms	

Bathrooms	
Use Code	Industrial
Appraisal Model Code	

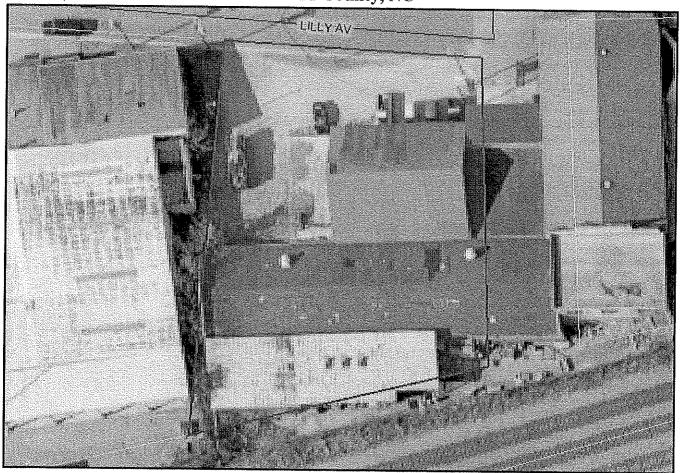
- NEWMAN MACHINE CO INC 801 SPRING GARDEN ST
- **NEWMAN MACHINE CO INC** 608 FULTON ST
- 🎟 NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN
- III NEWMAN MACHINE CO INC 501 JACKSON ST
- **NEWMAN MACHINE CO INC** 407 JACKSON ST
- 🎟 NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN 704 710 FULTON ST
- **MACHINE CO INC AND FRANK W YORK AND WILLIAM M YORK**
- ⊞ JR

700 704 FULTON ST

- **III** NEWMAN MACHINE CO INC 610 FULTON ST
- NEWMAN MACHINE CO INC 510 HOUSTON ST
- **newman machine co inc** 512 HOUSTON ST

Next

Guilford County, NC

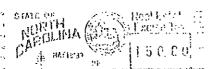


Old Parcel Number	000000360000600005	Condo Book	
Parcel Number	0003696	Condo Page	es destinativamente destinado de la como espera.
PIN	7864330692	Total Assessed Value	\$38,400
Owner Name	NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN	Total Building Value	\$0
Mailing Address 1	507 JACKSON ST	Total Out Building Value	\$0
Mailing Address City	GREENSBORO	Total Land Value	\$38,400
Mailing Address State	NC	Total Deferred Value	\$0
Mailing Address Zip	27403	Building Count	-) Altriklis med hissored dividence hid o phisposopes, yeur
Property Address	809 NEAR LILLY AVE	Building Number	
Legal Desc 1	Lot # 1-2 PB3-5 JACKSON	Year Built	والمترمد ورواز معنوا والمتحدد والمتحدث والمتحدث
Land Units		Heated Area	de la besta de establicación de establique casa establicación de la secular de la secular de la secular de la s
Deed Book	003737	Bedrooms	1994 till still 1885 til kantide led kritisk læren frentsteder op folgt
Deed Page		Bathrooms	

	Plat Book		Use Code	Industrial
	Plat Page	2 PB3-5 JACKSON	Appraisal Model Code	
-			Code	į l

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Map Scale
1 inch = 44 feet



3.86520

RECORDED

KAY F. PATSEAVOURAS

REGISTER OF DEEDS
GUILFIED COUNTY. NO

May 10 3 39 PH 109

Exolse Tax 160.00	Recording Time, Hook and Page
Tax Lot No	
Mail after recording to	
This instrument was prepared by Without Title Search Brief description for the Index	le Duggins Meschan & Elrod, P.A.
NORTH CAROLINA GEN	ERAL WARRANTY DEED
THIS DEED made this 1 5th day of . Mary	, 19 ⁸⁹ , by and between
GRANTOR	GRANTEE
YORK INVESTMENT COMPANY	NEWMAN MACHINE COMPANY, INC.
	Permanent Address: 507 Jackson Street Greensboro, North Carolina 27403
Enter in appropriate block for each party: name, address, and, if appr The designation Granter and Grantee as used herein shall shall include singular, plural, masculine, feminine or neuter	include said parties, their heirs, successors, and assigns, and
•	n, sell and convey unto the Grantee in fee simple, all that Morehead Township, particularly described as follows:
See Exhibit A attached hereto and in	corporated herein by this reference. 121836 05/18/89 1 DEEDS 386520 5.00
	3 DEEDS ADON PAGE(S) . 6.00
	1 PROBATE FEE 1.00
	. 1 EXCISE TAX STAMP 150.00

BK3737PG0622

The property hereinabove	described was acquired by Gra	antor by instrument recorded in	1
Book 2848	, Page 650 and Book 14	80, Page 129	
		in Plat Book	pagepage to
defend the title against the	at title is marketable and free	: and clear of all encumbrances, vhomsoever except for the excep	fee simple, has the right to convey and that Grantor will warrant and stions hereinafter stated.
Deeds of if any, a	Trust of record, restrand ad valorem taxes for	ictions, easements and r r the current year.	ights of way of record,
IN WITNESS WHEREOF, to corporate name by its duly auth above witten.	he Grantor has hereunto set his orized officers and its seal to be he	hand and seal, or if corporate, has e- rounto affixed by authority of its bi	aused this instrument to be signed in its pard of Directors, the day and year first
YORK INVESTMENT COM	PANY	<u> </u>	(9RAL)
By Lower K	n clock	BLACK INK ONIN	47748
TOHR 1. FI	itom	<u> </u>	(5KAL)
ATTEST:		5 4	(8EAL)
A Fig.	X 1	8	
SKAL TAME NV	retury (Corporate Seal)	S S	(SEAL)
SKALSTAME	NORTH CAROLINA,		
1 H A G	1		Grantor,
	personally appeared before me thi	s day and acknowledged the execution	p of the foregoing instrument. Witness my
	hand and official stamp or seal, Cal	s day of	
	My commission expires:		Notary Public
SEAL-STAMP	NORTH CAROLINA, LOCAL	flick	()
A		and State aforesaid, certify that ay and acknowledged that	
	YORK INVESTMENT COM	MANY	na corporation, and that by authority duly
Mark of the		eration, the foregoing instrument was	signed in its name by its
de to	Witness my hand and official stam	بلاگوست و د	
	My commission expires: 11-30	1.93 Satur	La Cal Notary Public
The foregoing Certificate(s) of		·····	}
	Patrice of	Car AF	/
la/are cartified to be correct. This large hereof.	is instrument and this certificate are	duly registered at the date and time	and in the Book and Page shown on the GUILFORD COUNTY
ву С	11/1/1	Deputy/Analogot - Register of Dec	rds
			BK3737PG0623
•			DRO FO F F COURT

N.C. Bar Assoc, Form No. 3 @ 1914, Revised 1917. "

with the same

POOLE PRINTING CO., INC., P.O. BOX 173/8 RALEIGH, N.C. 27819

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TRACT

BEGINNING at the intersection of the southern margin of Houston Street and the eastern margin of Fulton Street, running thence, South 3 degrees 33 minutes West along the eastern margin of Fulton Street, 289.8 feet to a stake in the center line of the Southern Railway main line track; thence, North 72 degrees 40 minutes East with the center line of said railroad tract 123.31 feet to a stake; thence, North 1 degrees 26 minutes 40 seconds East, 85.82 feet to a stake; thence, North 81 degrees 55 minutes 30 seconds East, 4.37 feet to a stake; thence, North 2 degrees 45 minutes 30 seconds West, 13.55 feet to a stake; thence, North 83 degrees 28 minutes East, 9.74 feet to a stake; thence, North 6 degrees 36 minutes West, 147.93 feet to a pin in the southern margin of Houston Street; thence, North 87 degrees 7 minutes West, 98.72 feet to the point of BEGINNING.

Together with all railroad rights, spur track rights, rights of way over existing concrete driveway, whether elevated or on ground level, which said party of the first part may now have either on the above described or adjoining properties.

A THIRTY-FIVE PERCENT (35%) UNDIVIDED INTEREST IN AND TO THE FOLLOWING FOUR TRACTS OF LAND:

TRACT I

BEGINNING at an iron stake at the intersection of Jackson Street and Jackson Place, said point being in the western margin of Jackson Street and the southern margin of said Jackson Place, and running thence, westwardly with the southern margin of said Jackson Place, 116.95 feet to a stake, the northeast corner of Lot #3 in Block 2 of the map of the Jackson property as surveyed for J. F. Jordan, as shown in plat in Book 3, Page 5; thence, in a southern direction with the eastern line of said Lot #3, 140 feet to a point 100 feet northwardly from the center of the main track of the North Carolina Railroad; thence, in an eastward direction parallel with the center of the main track of the said North Carolina Railroad and 100 feet from same, 132.4 feet to an iron stake in the western margin of Jackson Street; thence, northwardly with the western margin of Jackson Street; thence, northwardly with the western margin of Jackson Street; of the to the point of BEGINNING; same being Lots numbers 1 and 2 in Block 2 of the map of the Jackson property as surveyed for J. F. Jordan and recorded in Plat Book 3, Page 5, in the Office of the Register of Deeds of Guilford County. This is the same land that was conveyed to W. B. Cook by W. G. Balsley and John R. Cutchin by deed recorded in said Office in Book 220, Pages 280 and 281; and conveyed to Guilford Foundry Company by W. B. Cook and wife, M. L. Cook by deed recorded in said Office in Book 228, Page 451.

Being the same land conveyed to Newman Machine Company by deed from Guilford Foundry Company, recorded in the office of the Register of Deeds of Guilford County, North Carolina in Book 408, page 302.

TRACT II

BEGINNING at an iron stake in center of the North Carolina Railroad track and running along the eastern edge of Jackson Street, 213.5 feet to an iron stake in Petty-Wysong Property; thence, North 88 degrees 25 minutes East, 150 feet to a stake; thence, North 1 degree 35 minutes West, 187 feet to an iron stake in Jackson's line; thence, North 86 degrees 40 minutes East, 60.2 feet to an iron stake; thence, South 2 degrees 30 minutes West, 108 feet to an iron stake; thence, about East, 60 feet

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to an iron stake on the western edge of Fulton Street; thence, along the western edge of Fulton Street in a southerly direction, 222 feet to the center of North Carolina Railroad track; thence, along the center of North Carolina Railroad track, 247.6 feet to the BEGINNING.

Reserving for the benefit of the lots adjacent thereto an eight-foot alleyway along the southern boundary of what is known as Lot No. I, in the R. S. Petty Plat on Jackson Street and a ten-foot alleyway along the eastern boundaries of what is known as Lots #1, 2, 3, and 4 in the R. S. Petty Plat on Jackson Street, for definite location of the easement hereby reserved, see Plat Book , Page , in the Office of the Register of Deeds of Guilford County.

Being the same land conveyed to Newman Machine Company by deed from R. S. Petty and wife, Nancy L. Petty, dated June 2, 1906, and recorded in the office of the Register of Deeds of Guilford County, North Carolina, in Book 216, page 502.

TRACT III

BEGINNING at an iron stake on Jackson Street and the northwest corner of the Newman Machine Company, and running thence, eastwardly 150 feet with the Newman Machine Company's line to an iron stake; thence, northwardly with Newman Machine Company's line, 187 feet to an iron stake at Jackson's line; thence, westwardly with Jackson's line 150 feet to an iron stake on Jackson Street; thence, southwardly along Jackson Street 200 feet more or less to the point of BEGINNING; being lots numbers 1, 2, 3, and 4 of the Petty and Wysong Plat.

Being the same land conveyed to Newman Machine Company by deed from O. C. Wysong and wife, Fannie J. Wysong, dated January 31, 1913, and recorded in the office of the Register of Deeds of Guilford County, North Carolina, in Book 246, page 36. See Plat Book 7, page 66, Guilford County Registry.

TRACT IV

BEGINNING at an iron stake at the southeastern intersection of Houston and Fulton Streets in the City of Greensboro; thence, with Houston Street, North 86 degrees 50 minutes West, 61.50 feet to Jackson's line; thence, South 2 degrees 50 minutes West, 117 feet to a stake; thence, 61 feet to a stake on the west margin of Fulton Street; thence, in a northerly direction with the west margin of Fulton Street, 117 feet to the point of BEGINNING.

Being the same land conveyed to Newman Machine Company by deed from John J. Heck and wife, Ida C. Heck, dated March 1, 1913, and recorded in the office of the Register of Deeds of Guilford County, North Carolina, in Book 246, page 250.

Together with all easements of right of way to adjoining streets and railway sidings to the above described property.

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*** ** College of the College of the

Results 1 - 15 of 18

- ☐ ☐ Parcels Similar Properties
 - **NEWMAN MACHINE CO INC** 813 SPRING GARDEN ST
 - **NEWMAN MACHINE CO INC** 805 811 SPRING GARDEN ST
 - NEWMAN MACHINE CO INC 507 JACKSON ST
 - **NEWMAN MACHINE CO INC** 508 NEAR JACKSON ST
 - 🏻 NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN 809 NEAR LILLY AVE
 - **NEWMAN MACHINE CO INC** 801 SPRING GARDEN ST
 - NEWMAN MACHINE CO INC 608 FULTON ST
 - 🎟 NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN 507 JACKSON ST
 - **NEWMAN MACHINE CO INC 501 JACKSON ST**

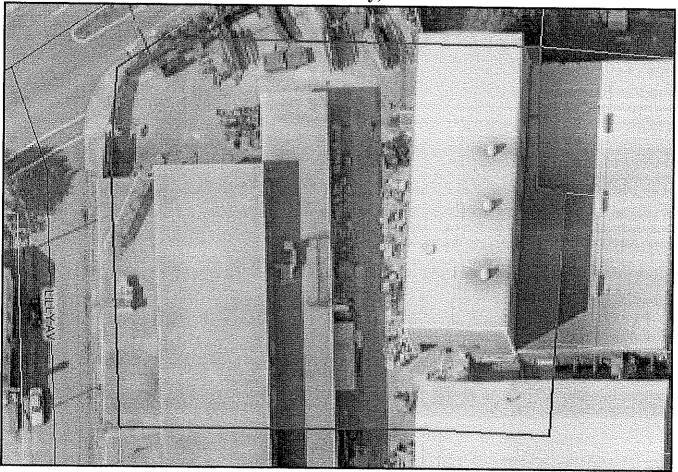
Old Parcel Number	00-00-0036-0-0007-00-008
Parcel Number	0003702
PIN	7864343002
View	Zoom To Parcel Record Card Sales History Tax Appraisal Information
Owner Name	NEWMAN MACHINE CO INC
Mailing Address 1	507 JACKSON ST
Mailing Address City	GREENSBORO
Mailing Address State	NC
Mailing Address Zip	27403
Property Address	501 JACKSON ST
Legal Desc 1	Lot # BK1387-582 JACKSON ST
Land Units	1.0100
Register of Deeds	Deed, Plat, Condo
Deed Book-Page	
Plat Book-Page	
Condo Book-Page	
Total Assessed Value	\$511,800
Total Building Value	\$393,000

Total Out Building Value	\$0
Total Land Value	\$118,800
Total Deferred Value	\$0
Building Count	1
Building Number	1
Year Built	1952
Heated Area	33440
Bedrooms	0
Bathrooms	FULL:0 HALF: 0
Use Code	Industrial
Appraisal Model Code	INDUSTRIAL

- **NEWMAN MACHINE CO INC**
- **NEWMAN MACHINE CO INC & WM M JR & F W YORK & ZENA NEWMAN** 704 710 FULTON ST
- III NEWMAN MACHINE CO INC AND FRANK W YORK AND WILLIAM M YORK 700 704 FULTON ST
- **NEWMAN MACHINE CO INC** 610 FULTON ST
- **NEWMAN MACHINE CO INC** 510 HOUSTON ST
- III NEWMAN MACHINE CO INC 512 HOUSTON ST

Next

Guilford County, NC



Old Parcel Number	00000360000700008	Condo Book	
Parcel Number	0003702	Condo Page	derhaltenden gerinder sig till uter het kramt like skalimetid er tredssert den vikes fre yks vig till hiks skrivet skal medde midden er net gelt
PIN	7864343002	Total Assessed Value	\$511,800
Owner Name	NEWMAN MACHINE CO INC	Total Building Value	\$393,000
Mailing Address 1	507 JACKSON ST	Total Out Building Value	\$0
Mailing Address City	GREENSBORO	Total Land Value	\$118,800
Mailing Address State	NC	Total Deferred Value	\$0
Mailing Address Zip	27403	Building Count	1
Property Address	501 JACKSON ST	Building Number	1
Legal Desc 1	Lot # BK1387-582 JACKSON ST	Year Built	1952
Land Units	1.0100	Heated Area	33440
Deed Book		Bedrooms	O Complete C
Deed Page		Bathrooms	FULL:0 HALF: 0
Plat Book		Use Code	Industrial
Plat Page	The second secon	Appraisal Model Code	INDUSTRIAL

Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 47 feet

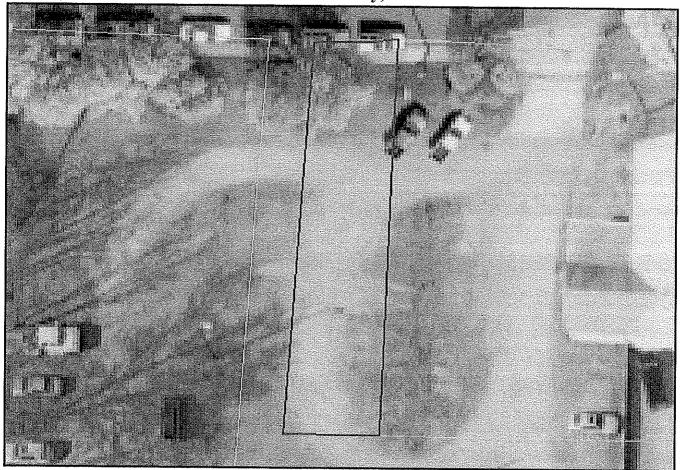
Results 1 - 1 of 1

☐ Parcels Similar Properties

MEWMAN MACHINE CO INC 805 811 SPRING GARDEN ST

Old Parcel Number	00-00-0036-0-0005-00-004
Parcel Number	0003682
PIN	7864239997
View	Zoom To Parcel Record Card Sales History Tax Appraisal Information
Owner Name	NEWMAN MACHINE CO INC
Mailing Address 1	507 JACKSON ST
Mailing Address City	GREENSBORO
Mailing Address State	NC
Mailing Address Zip	27403
Property Address	805 811 SPRING GARDEN ST
Legal Desc 1	Lot # BK1591-235 SPRING GARDEN ST
Land Units	0.0900
Register of Deeds	Deed, Plat, Condo
Deed Book-Page	
Plat Book-Page	
Condo Book-Page	
Total Assessed Value	\$16,800
Total Building Value	\$0
Total Out Building Value	\$0
Total Land Value	\$16,800
Total Deferred Value	\$0
Building Count	kanada
Building Number	
Year Built	
Heated Area	
Bedrooms	
Bathrooms	
Use Code	Industrial
Appraisal Model Code	

Guilford County, NC



Old Parcel Number	000000360000500004	Condo Book	
Parcel Number	0003682	Condo Page	etropologica de persona de la composição d
PIN	7864239997	Total Assessed Value	\$16,800
Owner Name	NEWMAN MACHINE CO INC	Total Building Value	\$0
Mailing Address 1	507 JACKSON ST	Total Out Building Value	\$0
Mailing Address City	GREENSBORO	Total Land Value	\$16,800
Mailing Address State	NC	Total Deferred Value	\$0
Mailing Address Zip	27403	Building Count	and the second s
Property Address	805 811 SPRING GARDEN ST	Building Number	rinari (t.).
Legal Desc 1	Lot # BK1591-235 SPRING GARDEN ST	Year Built	***************************************
Land Units	0.0900	Heated Area	inaminto generación antico deciminación properties esperación esperación esperación esperación esperación espe
Deed Book		Bedrooms	anima tario are e e e e e e e e e e e e e e e e e e
Deed Page		Bathrooms	et de Norde Verland de Maria de La d
Plat Book		Use Code	Industrial
Plat Page		Appraisal Model Code	iiniik oo priilimeenemaa telemeet qaaneeste seesiiisiiniiniisiiiniinii

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Map Scale
1 inch = 30 feet

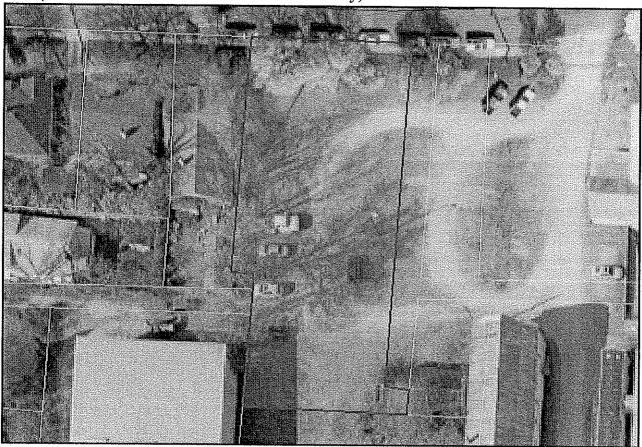
Results 1 - 1 of 1

□ □ Parcels Similar Properties

NEWMAN MACHINE CO INC 813 SPRING GARDEN ST

Old Parcel Number	00-00-0036-0-0005-00-003
Parcel Number	0003681
PIN	7864239924
View	Zoom To Parcel Record Card Sales History Tax Appraisal Information
Owner Name	NEWMAN MACHINE CO INC
Mailing Address 1	507 JACKSON ST
Mailing Address City	GREENSBORO
Mailing Address State	NC
Mailing Address Zip	27403
Property Address	813 SPRING GARDEN ST
Legal Desc 1	Lot # BK1591-235 813 SPRING GAR DEN ST
Land Units	0.3800
Register of Deeds	Deed, Plat, Condo
Deed Book-Page	
Plat Book-Page	
Condo Book-Page	
Total Assessed Value	\$141,200
Total Building Value	\$300
Total Out Building Value	\$0
Total Land Value	\$140,900
Total Deferred Value	\$0
Building Count	1
Building Number	1
Year Built	1950
Heated Area	960
Bedrooms	0
Bathrooms	FULL:0 HALF: 0
Use Code	Commercial
Appraisal Model Code	COMM/SERV

Guilford County, NC



Old Parcel Number	000000360000500003	Condo Book	
Parcel Number	0003681	Condo Page	American (1996) 19 (1996) de ministrato de la dispensión de processo de principal y establica (1996) de la dispensión de la d
PIN	7864239924	Total Assessed Value	\$141,200
Owner Name	NEWMAN MACHINE CO INC	Total Building Value	\$300
Mailing Address 1	507 JACKSON ST	Total Out Building Value	\$0
Mailing Address City	GREENSBORO	Total Land Value	\$140,900
Mailing Address State	NC	Total Deferred Value	\$0
Mailing Address Zip	27403	Building Count	1
Property Address	813 SPRING GARDEN ST	Building Number	1
Legal Desc 1	Lot # BK1591-235 813 SPRING GAR DEN ST	Year Built	1950
Land Units	0.3800	Heated Area	960
Deed Book		Bedrooms	0
Deed Page	The second secon	Bathrooms	FULL:0 HALF:
Plat Book		Use Code	Commercial
Plat Page		Appraisal Model Code	COMM/SERV

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Map Scale
1 inch = 48 feet



City of Greensboro City Council

Agenda Item

TITLE: Alley	Closing: Recommendati	ion on a resolution closing a 10-foot-wide unnamed alley located 144
feet north of	Gorrell Street running ea	stward from King Street a distance of approximately 114 feet.
Department:	Planning	Meeting Date: July 20, 2010
Contact 1:	Richard Hails	Public Hearing: Yes
Phone:	373-2922	Advertising Date / Advertised By:
Contact 2:	Nicole Ward	Council District: 2
Phone:	412-5757	Authorized Signature: PWHavS
Attachments:	PL(P) 10-10	

PURPOSE:

The property owner has requested closing a 10-foot-wide unnamed alley located 144 feet north of Gorrell Street running eastward from King Street a distance of approximately 114 feet.

BACKGROUND:

The alley is shown on the Southside Traditional Neighborhood, Ph. 2 plat (Plat Book 160, Page 60) of 2005. The owner of 100% of the property has signed the petition.

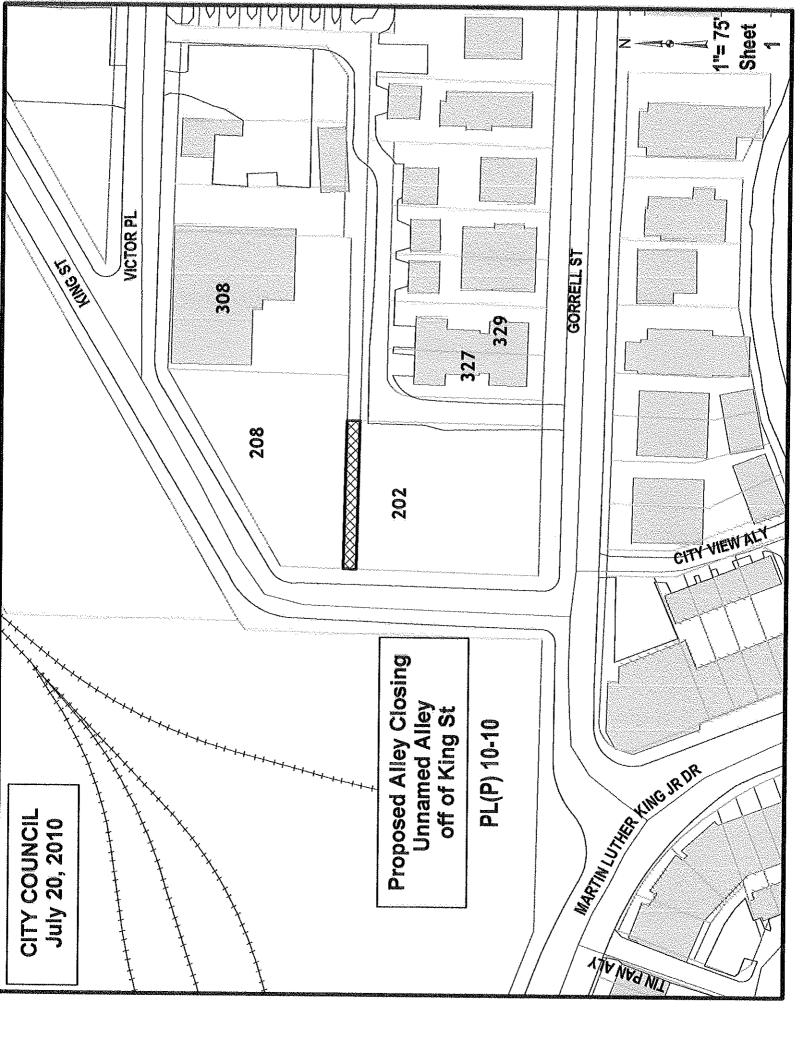
BUDGET IMPACT:

There will be no impact on the current or future budgets

RECOMMENDATION / ACTION REQUESTED:

The Technical Review Committee (TRC) feels circumstances here allow the City to make the two required determinations for an alley closing: (1) that closing the alley is not contrary to the public interest and (2) that no property owner in the vicinity is deprived of reasonable means of ingress and egress. Therefore, the (TRC) recommended the closing of that portion of the unnamed alley. The Planning Board recommended this alley closing at its June meeting.

Agenda	Item:	49





STREET CLOSING PETITION

Date 3/27/10

TO THE CITY COUNCIL OF THE CITY OF GREENSBORO:

The undersigned, being the owners of all/majority (circle one) of the property abutting the street named below, or portion of street, request that said street, or portion of street, be permanently closed and abandoned as a public street. The street, or portion of street, being as follows:

SEE ATTACHED STREET CLOSURE EXHIBIT

The undersigned believes that the closing and abandonment of the above described street, or portion of street, is not contrary to the public interest, and no individual or other party, owning property in the vicinity of the street, or in the subdivision in which the street is located, will be deprived of reasonable means of ingress or egress to his or its property. A fifteen (15) foot utility easement will be retained by the City of Greensboro centered on each existing utility line located in that portion of street to be closed.

Signed:	
<u> </u>	
CITY VIEW COMMERCIAL, LLC	

<u> </u>	
A-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4	•
Important: Both Husband and Wif	
	Date received
3/8571	Received by:



North Carolina Elaine F. Marshall DEPARTMENT OF THE SECRETARY OF STAT SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

CORPORATIONS		Date: 7/1/2010
Corporations Home Search By Corporate Name Search For New & Dissolved Search By Registered Agent Important Notice Resale of Tickets Online	Click here to: View Document Fillings Sign Up for E-Notification Print apre-populated Annual Report Form And Corporation Names	is i
Corporations FAQ Homeowners' Association FAQ Tobacco Manufacturers Unincorporated Non-Profits	Name NC CITY VIEW COMMERCIAL, LLC Limited Liability Company Information	Name Type LEGAL
Dissolution Reports Non-Profit Reports Verify Certification Online Annual Reports	SOSID: Status: Effective Date: Dissolution Date:	0864919 CURRENT-ACTIVE 9/6/2006
LINKS & LEGISLATION KBBE B2B Annual Reports SOSID Number Correction 2001 Bill Summaries 1999 Senate Bills Corporations 1997	Annual Report Due Date: Citizenship: State of Inc.: Duration: Registered Agent	DOMESTIC NC PERPETUAL
Professional Corporations NCSOS Authority to Dissolve Register for E-Procurement Dept. of Revenue	Agent Name: Office Address:	HOLLEMAN JR., L. WORTH 235 NORTH EDGEWORTH STREET GREENSBORO NC 27401
ONLINE ORDERS Start An Order New Payment Procedures	Mailing Address: Principal Office	235 NORTH EDGEWORTH STREET GREENSBORO NC 27401
CONTACT US Corporations Division	Office Address:	305 BLANDWOOD AVENUE GREENSBORO NC 27401
TOOLS Secretary of State Home Secretary of State Site Map Printable Page	Mailing Address: Officers	305 BLANDWOOD AVENUE GREENSBORO NC 27401
	Title: Name: Business Address;	MANAGER H AUMAN 305 BLANDWOOD AVENUE GREENSBORO NC 27401

LIMITED LIABILITY COMPANY (LLC) ANNUAL REPORT

SOSID: 0864919
Date Filed: 5/1/2009 9:07:00 AM
Elaine F. Marshall
North Carolina Sccretary of State
C200912101379

NA	ME OF LIMITED LIABI	LITY COMPANY:	CITY VIEW COMM	IERCIAL, I	I.C	·
STA	ATE OF FORMATION:	NC			FISCAL YEAR ENDING:	12/31/08 MONTH/DAY/YEAR
SE	CRETARY OF STATE L	L.C. ID NUMBER:	0864919			1770/1110/11/77/77/77/77/7
LL	his is the first annual r C's information has no d complete line 7.	eport filing, YOU M ot changed since th	UST COMPLETE THE ENTIRE FO e previous report, please check th	RM. If your ne box		
1.	Name:	·····	FFICE STREET ADDRESS - INCL	JDE COUNTY: Must I	ea a North Carolina addresst	
2.	REGISTERED OFFIC	E MAILING ADDRE	SS <u>if different from the ST</u>	REET ADDRESS:		
3.	IF THE REGISTERED	AGENT CHANGED	, THE NEW AGENT MUST SIGN:	SIGNATURE CONST	TTUTES CONSENT TO THE APPOINT	MENT
4.	Address:		ND TELEPHONE NUMBER HERE:			
	Telephone Number,	Including area code)			
5.	BRIEFLY DESCRIBE	THE NATURE OF E	USINESS:			
6.	ENTER NAME, TITLE ADDITIONAL PAGES		NDDRESS OF MANAGER(S)/MEM	BER(S) OR IF THE L	LC HAS NEVER HAD MEMBERS, ITS	ORGANIZERS: (ATTACH
NA	ME-			BUSINESS ADDR	ESS-	
NA	ME-			BUSINESS ADDR	ESS-	
NA	ME-		Washington and the same of the	BUSINESS ADDR	ESS-	
7.	CERTIFICATI	ON OF ANN	AL REPORT MUST BI		D BY ALL LIMITED LIABI	LITY COMPANIES.
					4/4	D9
F0	RM MUST BE SIGNED	BY A MANAGER/	IEMBER			DATE
H	. FRANK AU					ER/MEMBER
		TYPE OR	PRINT NAME		1	TITLE

ANNUAL REPORT FEE: \$200 MAIL TO: Secretary of State • Corporations Division • Post Office Box 29525 • Raleigh, NC 27626-0525

GUILFORD CO, NC FEE \$20.00 STATE OF NC REAL ESTATE EXTX

\$900.00

PRESENTED & RECORDED: 12-21-2006 03:22:09 PM

JEFF L. THIGPEN
REGISTER OF DEEOS
BY: SHERRY W FARMER
DEPUTY

BK: R 6651 PG: 1242-1244

Was abouters.	III CAROLINA GENE	KAL WARRANIY DEF	Pick up Carruthers & Roth, P.A
# Q/\/\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		•	•
Parcel Identifier No. By:	Verified by	County on the	day of , 20
Majl/Box to:			
This instrument was prepared by: 1	. James Blackwood	d, II	
Brief description for the Index: 20			·
THIS DEED made this 20 day of	December 2006, by	and between	nementer en
GRANTO	OR ·	GRANT	EE
SOUTHSIDE NEIGH 13815 Cinnabar I Huntersville, NO	Place	CITY VIEW COMM 305 Blandwood Greensboro, NC	Avenue
The designation Grantor and Grantee singular, plural, masculine, feminine	e as used herein shall include sa	aid parties, their heirs, successor	s, and assigns, and shall include
WITNESSETH, that the Grantor, for and by these presents does grant, barg the City of <u>Greensboro</u> particularly described as follows: All hereto together with forth therein, said EThis property is convof way of record, if The property hereinabove described to the said of the	a valuable consideration paid lain, sell and convey unto the Grain, sell and convey unto the Grain, sell and convey unto the Grain and subject to Reskhibit A being in reyed subject to rany, and 2006 ad was acquired by Grantor by institution of the convey	by the Grantee, the receipt of where rantee in fee simple, all that certain which is a constant of the constant of the component of the component of the component of the constant of the cons	in lot or parcel of land situated in County, North Carolina and more hibit A attached clarations as set by reference. page
A map showing the above described i	property is recorded in Plat Bo	ok page	
NC Bar Association Form No. 3 © 19 Printed by Agreement with the NC B			James Williams & Co., Inc. www.JamesWilliams.com

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

	NEIGHBORHOOD, LLC	(SEAL)
(Entity	ity Name)	
Ву:	nager 8	(SEAL)
	nager	(SEAL)
<i>O</i>		
Ву:	AGA I	(SEAL)
Title:		
There	USE BLACK INK	estate a serie
By:	ZS C	(SEAL)
# #PTA *		
SEAL-STAMP	≥ State of North Carolina - County of	
	Z	
	and the second of the second o	eared before me this day and
	acknowledged the due execution of the foregoing instrument for the purposes the	erein expressed. Witness my
	hand and Notarial stamp or seal this day of	,20 .
	<u>,</u>	
	My Commission Expires:	
To produce the state of the party of the state of the sta	S Notary F	ublic
SEAL-STAMP	State of North Carolina - County of Guilford	
BEVERLY A, SCHULTZ NOTARY PUBLIC GUILFORD COUNTY, NG	a cknowledged that he is the Manager of Southside Ne a North Carolina or company producership (strike through the inapplicable), and that by authority duly given a he signed the forgoing instrument in its name on its behalf as its act and de Notarial stamp or scal this 20th and December	ne before me this day and alghborhood, LLC, general parametristic function as the act of each entity, each. Witness my hand and
SU PL	My Commission Expires: 5/3/2010 Sunay Q	hu
eress.	Beverly A. SchultNotary F	ublic
SEAL-STAMP	State of North Carolina - County of	hannessen state of the section of th
	2	
	I, the undersigned Notary Public of the County and State aforesaid, certify that	
	Ž	**************************************
	Witness my hand and Notarial stamp or seal this day of	,20 ,
	. 3	
	My Commission Expires: Notary P	
	වි Notary P	'ublic
The foregoing Certificat	ate(s) of i	s/are certified to be correct.
	is certificate are duly registered at the date and time and in the Book and Page show	n on the first page hereof.
	Register of Deeds for	County
By:	Deputy/Assistant - Register of Deeds	
NC Bar Association For	orm No. 3 © 1976, Revised © 1977, 2002 * Ja	mes Williams & Co., Inc.

www.JamesWilliams.com

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EXHIBIT A

That certain piece, parcel or tract of land lying and being in the City of Greensboro, Gilmer Township, Guilford County, North Carolina, and being more particularly described as follows:

BEGINNING at a nail found at the intersection of the northern margin of the right of way of Gorrell Street (right of way varies) with the eastern margin of the right of way of King Street (50' right of way) and running thence with eastern margin of the right of way of King Street the following two (2) courses and distances: North 01° 28' 50" East 205.21 feet to a #4 rebar found; and North 59° 23' 00" East 179.68 feet to an iron pipe found, said pipe being the northwest corner of the property of Robert R. Rhyne, Sr., now or formerly, see Deed Book 4086, Page 653, Guilford County Registry; thence with the western line of the Rhyne property South 01° 25' 49" West 145,29 feet to an iron pipe located in the northern margin of an alleyway shown as "Common Elements" on the Final Plat of Southside Traditional Neighborhood, Phase 2, see Plat Book 160, Page 61, Guilford County Registry; thence with the northern margin of the alleyway North 88° 41' 08" West 37.39 feet to a point, said point being the intersection of the northern margin of the alleyway with the western margin of the alley; thence along the western margin of the alleyway South 01° 32' 47" West 154.83 feet to a nail found in the northern margin of the right of way of Gorrell Street; thence with the northern margin of the right of way of Gorrell Street North 88° 44' 53" West 114.78 feet to the point and place of BEGINNING, containing 0.750 acre, more or less, as shown on the Boundary Survey For Southside Traditional Neighborhood, prepared by Lance D. Schamback, RLS, dated March 1, 2006.

Results 1 - 11 of 11

□ □ Parcels Similar Properties

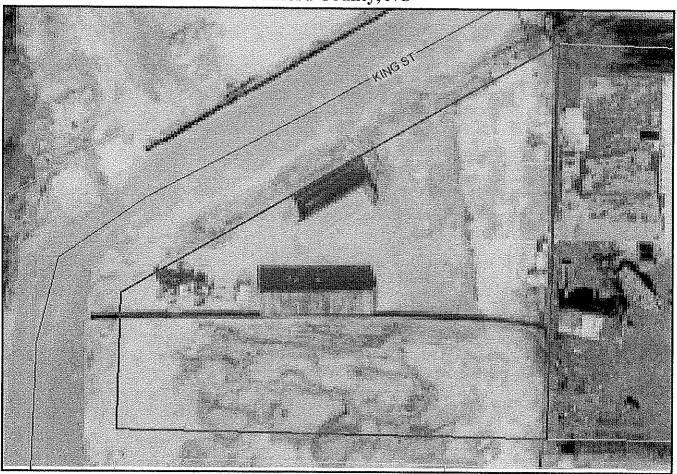
CITY VIEW COMMERCIAL LLC 208 KING ST

Old Parcel Number	00-00-0016-0-0005-00-001
Parcel Number	0000963
PIN	7864743393
View	Zoom To Parcel Record Card Sales History Tax Appraisal Information
Owner Name	CITY VIEW COMMERCIAL LLC
Mailing Address 1	305 BLANDWOOD AVE
Mailing Address City	GREENSBORO
Mailing Address State	NC
Mailing Address Zip	27401
Property Address	208 KING ST
Legal Desc 1	Lot # 208 KING ST
Land Units	0.3200
Register of Deeds	Deed, Plat, Condo
Deed Book-Page	006651-01242
Plat Book-Page	
Condo Book-Page	
Total Assessed Value	\$105,000
Total Building Value	\$0
Total Out Building Value	\$0
Total Land Value	\$105,000
Total Deferred Value	\$0
Building Count	
Building Number	
Year Built	
Heated Area	
Bedrooms	
Bathrooms	
Use Code	Apartment
Appraisal Model Code	

- **CITY VIEW COMMERCIAL LLC** 202 KING ST
- **CITY VIEW APARTMENTS LLC** 301 KING ST

Print Preview Page 1 of 1

Guilford County, NC



Old Parcel Number	000000160000500001	Condo Book	
Parcel Number	0000963	Condo Page	eren planeteren jahr fil kensental Alminesta kulut di Silikan di nemen isundah disebisi isan belasi bisilipadi Perintahan
PIN	7864743393	Total Assessed Value	\$105,000
Owner Name	CITY VIEW COMMERCIAL LLC	Total Building Value	\$0
Mailing Address 1	305 BLANDWOOD AVE	Total Out Building Value	\$0
Mailing Address City	GREENSBORO	Total Land Value	\$105,000
Mailing Address State	NC	Total Deferred Value	\$0
Mailing Address Zip	27401	Building Count	
Property Address	208 KING ST	Building Number	ti i karin kalan karin kar Karin karin ka
Legal Desc 1	Lot # 208 KING ST	Year Built	amilia harinta di kakenda kikaken orrana mangaran perintama dan karra yana 2222 at di
Land Units	0.3200	Heated Area	ta (ny dia kaona) (a ban'i iliya dia naharan-ha dia sajara) a mahifisi pada ni manajagar dia mangamba na bansi
Deed Book	006651	Bedrooms	undigentida aprilim protessa da decembrado e la confesión con contrato con como de se tende de como del desemb
Deed Page	01242	Bathrooms	ikiti forika alaksi Sahaliman, makika meremenda melitanggi eta ilipum tu dan ustulipu Jiban yaya jiju un ya
Plat Book		Use Code	Apartment
Plat Page		Appraisal Model Code	and definition of province (and in the state of the state

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Map Scale
1 inch = 34 feet

Results 1 - 11 of 11

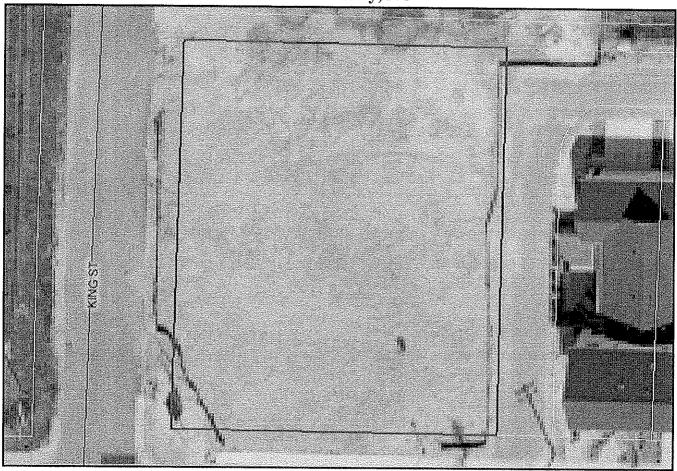
- **□ □ Parcels** Similar Properties
 - CITY VIEW COMMERCIAL LLC 208 KING ST
 - **CITY VIEW COMMERCIAL LLC** 202 KING ST

ZUZ KING SI	
Old Parcel Number	00-00-0016-0-0005-00-011
Parcel Number	0000972
PIN	7864743270
View	Zoom To Parcel Record Card Sales History Tax Appraisal Information
Owner Name	CITY VIEW COMMERCIAL LLC
Mailing Address 1	305 BLANDWOOD AVE
Mailing Address City	GREENSBORO
Mailing Address State	NC
Mailing Address Zip	27401
Property Address	202 KING ST
Legal Desc 1	Lot # 202 KING STREET
Land Units	0.3800
Register of Deeds	Deed, Plat, Condo
Deed Book-Page	006651-01242
Plat Book-Page	
Condo Book-Page	
Total Assessed Value	\$114,000
Total Building Value	\$0
Total Out Building Value	\$0
Total Land Value	\$114,000
Total Deferred Value	\$0
Building Count	
Building Number	
Year Built	
Heated Area	
Bedrooms	
Bathrooms	
Use Code	Apartment

CITY VIEW APARTMENTS LLC 301 KING ST

Print Preview Page 1 of 1

Guilford County, NC



Old Parcel Number	000000160000500011	Condo Book	
Parcel Number	0000972	Condo Page	- Particle 1956 in Administration in the state of the second seco
PIN	7864743270	Total Assessed Value	\$114,000
Owner Name	CITY VIEW COMMERCIAL LLC	Total Building Value \$0	
Mailing Address 1	305 BLANDWOOD AVE	Total Out Building Value	\$0
Mailing Address City	GREENSBORO	Total Land Value	\$114,000
Mailing Address State	NC	Total Deferred Value	\$0
Mailing Address Zip	27401	Building Count	riin mininteen ilmaa ja siinteen kasiin mahaliin mahaliin mahaliin mahaliin mahaliin mahaliin mahaliin mahalii Taraan mahaliin maha
Property Address	202 KING ST	Building Number	etininka tin timog ankarati dada mitana rasasanti saka iyayiba, sinata da a siisati iya
Legal Desc 1	Lot # 202 KING STREET	Year Built	
Land Units	0.3800	Heated Area	Direction of the second
Deed Book	006651	Bedrooms	ting at the company of the contribution of the
Deed Page	01242	Bathrooms	emende Versjon dig en dielektriser in en sind ist die sleide daar die leefste van die metara van maar de sleid
Plat Book	and a transport of the Control of th	Use Code	Apartment
Plat Page		Appraisal Model Code	tarinin (K.) keen (Y.) keelengaah 10 km di qad v se magaaya magaaya da daagaala da sekina keelenga ka

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Map Scale
1 inch = 35 feet



City of Greensboro

City Council Agenda Item

Department:	Planning	Meeting Date: J	July 20, 2010
Contact 1:	Devan Reid	Public Hearing:	Yes
Phone:	336-373-2423	Advertising Date / Advertised By:	Not Required
Contact 2:	Dick Hails	Council District: 5	5
Phone:	336-373-2922	Authorized Signature	: PWHaB
Attachments:	Attachment A: "PL(P) 10-07" map		-

PURPOSE:

The Planning Department has initiated a request changing the name of the following street:

Huntmaster Trail, on the west side of the Greensboro Urban Loop – proposed new name, Lakeshore Court.

BACKGROUND:

This name change has been proposed due to the fact that when the Greensboro Urban Loop was constructed, it divided the street with each section still retaining the same name. This street, which formed a continuous alignment with the eastern portion, was dedicated on the of the Sedgefield Trails Subdivision, Section 2, on October 17, 1966 in Plat Book 40, Page 38. Since there are only four houses on this portion of the street that will be affected, the Planning Department proposes to change this dead-end street to Lakeshore Court. This has been proposed so that there is no confusion in the future if an emergency should arise. After sending notices to the affected parties, the Planning Department has not received any calls opposing the proposed name change.

BUDGET IMPACT:

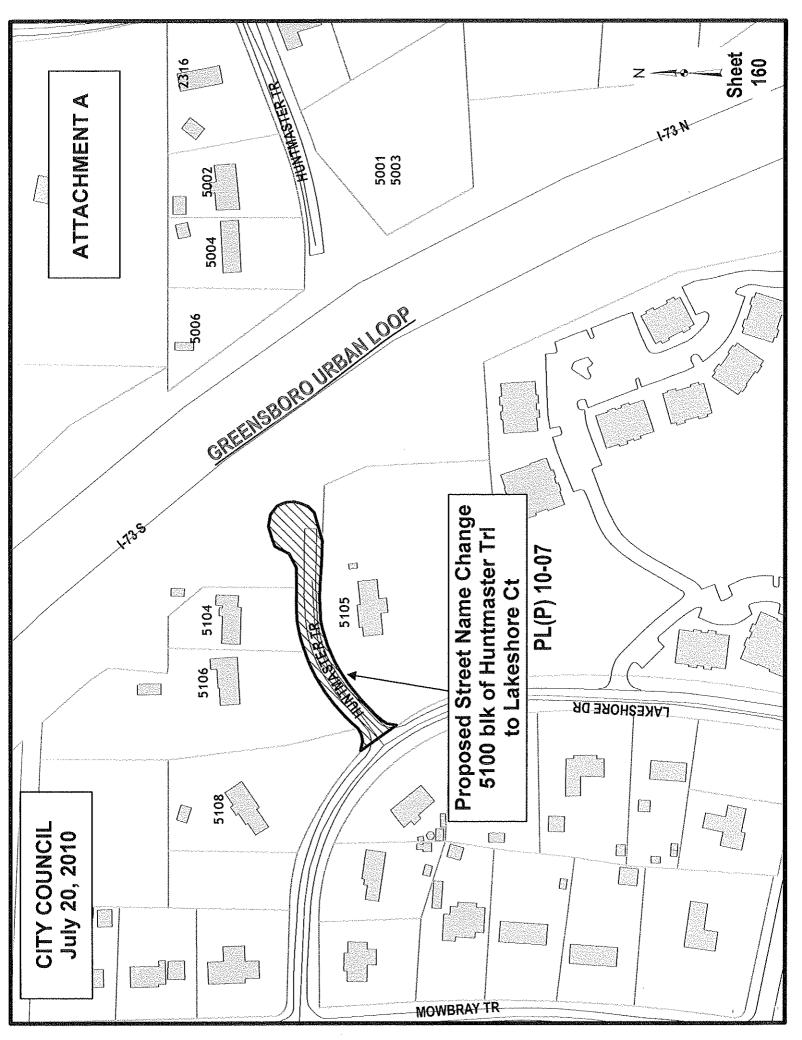
There will be no impact on the current or future budgets.

RECOMMENDATION / ACTION REQUESTED:

The Technical Review Committee (TRC) recommended the name change to the Planning Board and the City Council based on the findings that the proposed name is not duplicated or phonetically similar to any existing street name. The Planning Board recommended the street name change at its June meeting with a unanimous vote.

Accordingly, it is recommended that on July 20, 2010, the City Council receive public hearing comments and consider adoption of an ordinance changing the name of the western portion of Huntmaster Trail to Lakeshore Court. Newspaper advertising of this public hearing is not required.

Agenda Item: a	and star		





City of Greensboro City Council

Agenda Item

	theast School Road Wate ndor # 1753)	r Line Extension – Construction (Contract 2009-065)
Department:	Water Resources	Meeting Date:	June 1, 2010
Contact 1:	Allan Williams	Public Hearing:	N/A
Phone:	373-2050	Advertising Date/Advertised	d By: N/A
Contact 2:	Kristine Williams	Council District:	Guilford County
Phone:	373-2556	Authorized Signature:	usan CAmith
Attachments:			5/25/10

PURPOSE:

The bids for Southeast School Road Water Line Extension – Construction (Contract 2009-065) have been received. In order for the work to proceed on this contract, City Council approval is required.

BACKGROUND:

This work consists of the installation of approximately 14,543 LF of water line with necessary appurtenances along Southeast School Road. The project will allow improvements along Southeast School Road, including the Alamance Elementary School. The work is being funded by Guilford County (source is City-County Water and Sewer Trust Fund) and was approved by the Guilford County Commissioners at their meeting on May 20, 2010.

The bids were opened on May 6, 2010, and the apparent lowest, responsible bidder is Triangle Grading & Paving, Inc. (Vendor # 1753) with a bid of \$1,117,595.74. The MWBE utilization included 5% MBE and 5% WBE firms.

Other bids received were:

State Utility Contractors, Inc.	\$1,143,745.90	J.R. Lynch and Sons, Inc.	\$2,518,508.00
Breece Enterprises, Inc.	\$1,385,603.00	Yates Construction Co.	\$1,236,164.50
Ramey, Inc.	\$1,164,548.85	BRS, Inc.	\$1,296,527.75
Thomas Stanley Grading, Inc.	\$1,290,810.75	R.F. Shinn, Inc.	\$1,628,650.00
Monroe Roadways, Inc.	\$1,346,693.58		

The proposed availability date is July 1, 2010, and the proposed date of completion is November 12, 2010.

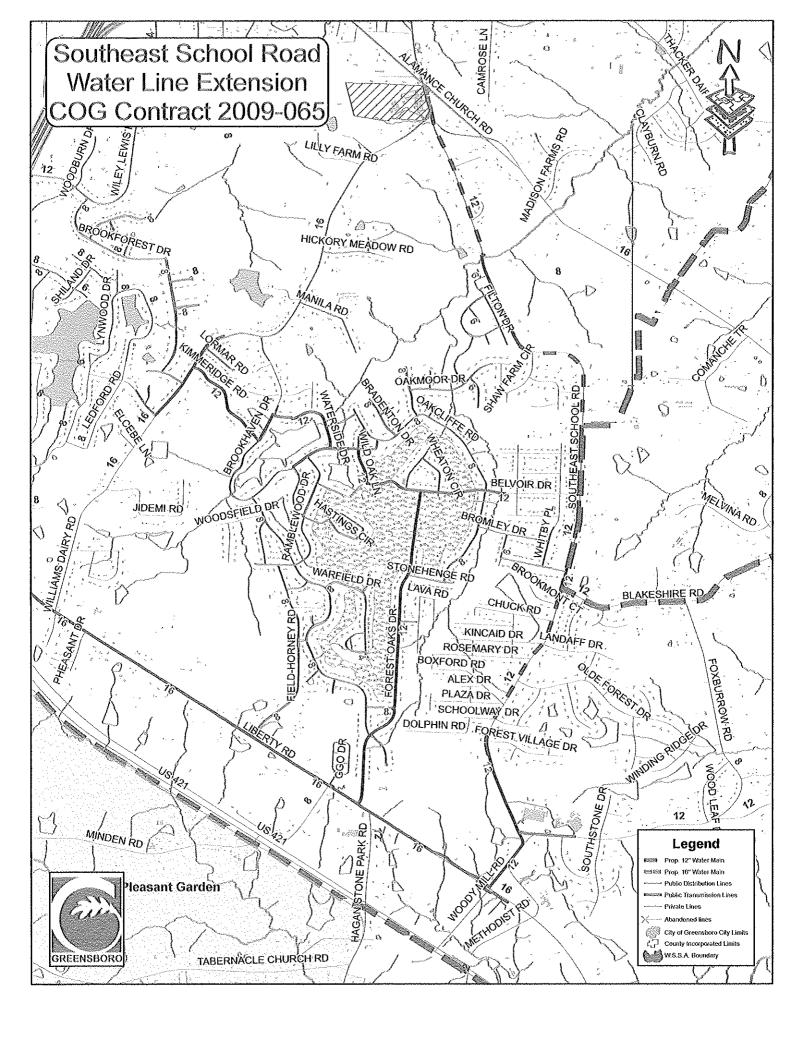
BUDGET IMPACT:

Guilford County will provide funding through the following accounts: 504-7046-01.6016 Activity A10104 \$1,117,595.74

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RECOMMENDATION / ACTION REQUESTED:

It is recommended by Engineering, Water Resources, and Guilford County that City Council approve the bid and award the Contract for Southeast School Road Water Line Extension – Construction (2009-065) to Triangle Grading & Paving, Inc. (Vendor # 1753) for the bid amount of \$1,117,595.74.





City of Greensboro City Council

Agenda Item

TITLE: Waterline Rehabilitation – Project L (Contract 2010-030) (Vendor #23895)			
Department:	Water Resources	Meeting Date: July 20, 2010	
Contact 1:	Allan Williams	Public Hearing: N/A	
Phone:	373-2050	Advertising Date/Advertised By: N/A	
Contact 2:	Mike Borchers	Council District: All	
Phone:	373-2494	Authorized Signature: Ausan Comith	
Attachments:			

PURPOSE:

The bids for Waterline Rehabilitation – Project L (2010-030) have been received. In order for the work to proceed on this contract, City Council approval is required.

BACKGROUND:

The Water Resources Department, as a part of its ongoing water rehabilitation program has identified areas in the City where waterlines are in need of rehabilitation. Based on investigations by City staff the following work was identified:

- 1. 37,339 If of Temporary Water to be installed.
- 2. 29,782 If of 6 inch water mains to be epoxy coated
- 3. 5,347 If of 8 inch water mains to be epoxy coated
- 4. 335 If of 10 inch water mains to be epoxy coated
- 5. 1,875 If of 12 inch water mains to be epoxy coated
- 6. 80 ea of valves to be removed and replaced
- 7. 42 ea of hydrant assemblies to be removed and replaced

The bids were opened on May 6, 2010 and the apparent lowest, responsible bidder is Heitkamp, Inc. (Vendor # 23895) with a bid of \$1,464,464.45. The MWBE utilization included 3% MBE and 4% WBE firms. The other bid received was:

J. Fletcher Creamer & Sons, Inc. \$1,936,284.75.

The proposed availability date is August 20, 2010, and no completion date was set for this contract due to the complex nature of downtown work. This contract has provisions for annual extensions through 2013. The Engineer's Estimate for the contract was \$1,951,565.00.

BUDGET IMPACT:

Funding is available in the Water Resources Capital Improvement fund indicated below: Account # 503-7020-01.6016 Activity A11073 \$ 1,464,464.45

RECOMMENDATION / ACTION REQUESTED:

It is recommended by Engineering and Water Resources that City Council approve the bid and award the Contract for Waterline Rehabilitation – Project L (2010-030) to Heitkamp, Inc. (Vendor # 23895) for the bid amount of \$1,464,464.45.

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Agenda Item: 5 🖟	



City of Greensboro City Council

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TITLE: Clifton Road Water Booster Station (Contract 2009-066)			
Department:	Water Resources	Meeting Date: July 20, 2010	
Contact 1:	Allan Williams	Public Hearing: N/A	
Phone:	373-2050	Advertising Date / N/A Advertised by:	
Contact 2:	Brian Boyd	Council District: 4	
Phone:	373-4131	Authorized Signature: Jusan Camith	
Attachments:	None	<u> </u>	

PURPOSE:

The bids for the Clifton Road Water Booster Station (Contract 2009-066) have been received. In order for the work to proceed on this contract, City Council approval is required.

BACKGROUND:

This work consists of the construction of a water booster station along with the necessary appurtenances. The bids were opened on May 27, 2010 and the second apparent lowest, responsible bidder is State Utility Contractors, Inc. with a bid of \$1,499,000.00. The MWBE utilization included 5% MBE and 7.2% WBE firms.

Bids received were as follows:

Hall Contracting Corp.	\$1,483,025.00	Dellinger, Inc.	\$1,618,872.00
State Utility Contractors, Inc.	\$1,499,000.00	Gilbert Engineering	\$1,676,325.00
Centurion Construction	\$1,585,640.00	Laughlin-Sutton Const. Co.	\$1,697,500.00
Holden Building Co.	\$1,611,400,00		

The bid from Hall Contracting Corp. was rejected for failing to comply with mandatory bid requirements associated with listing subcontractors. The lowest, responsible bidder was State Utility Contractors, Inc. The proposed availability date is August 20, 2010, and the proposed date of completion is July 6, 2011.

BUDGET IMPACT:

Funds are available in the following account: 512-7024-01.6019 Activity A10204 in the amount of \$1,499,000.00 for the construction of the water booster station.

RECOMMENDATION / ACTION REQUESTED:

The Water Resources Department recommends that City Council approve the bid and award Contract 2009-066 (Clifton Road Water Booster Station) to State Utility Contractors, Inc. for the bid amount of \$1,499,000.00.

1	Item Number <u>53</u>	



City of Greensboro City Council

Agenda Item

TITLE: Res	olution Endorsing the A	pplication for a TIGER II Grant for the Downtown Greenway
Department:	Transportation	Meeting Date: July 20, 2010
Contact 1:	Adam Fischer	Public Hearing: NA
Phone:	373-2861	Advertising Date / NA Advertised By:
Contact 2:	Tyler Meyer	Council District: 1, 2, 3
Phone:	373-2254 Authorized Signature:	
Attachments:	Attachment A: Map of the Downtown Greenway Phases that the TIGER II Grant would construct	

PURPOSE: Greensboro DOT requests that the Council consider adopting a resolution endorsing GDOT's application for federal TIGER II funds for the Downtown Greenway. GDOT, Planning, Housing and Community Development, and Action Greensboro have partnered together to initiate the application process. A letter of endorsement will enhance the application and show the City's willingness to provide a portion of the 20% local match funds if the City is awarded the TIGER II grant. If the City is not awarded the grant, no matching funds will be necessary.

BACKGROUND: The US DOT is accepting applications for TIGER (Transportation Investments Generating Economic Recovery) II grants. The TIGER II grant is a highly competitive discretionary grant program. A successful project must support the grant's rigorous evaluation criteria. The criteria emphasize transportation investments that encourage sustainable transportation, safety, economic development, and the creation of livable communities. The TIGER II grant requires projects meet the minimum cost requirement of \$12.5 million. Given the evaluation criteria and the cost requirement, GDOT recommends the City apply for construction funds for Phases 1, 2, and 3 of the Downtown Greenway. Phase 1 travels along Bragg Street from S. Eugene St. to E. Lee Street. Phase 2 travels along Murrow Blvd. and Fisher Ave. from E. Lee. St. to N. Eugene Street. Phase 3 connects Phase 2 to the future portion of the Greenway along the railroad tracks. Attachment A shows these portions of the Downtown Greenway. The final application is due August 23.

BUDGET IMPACT: There would be a budget impact ONLY if the City of Greensboro was awarded a TIGER II grant. The grant award would be require the City provide a local match of 20%. Local match funds could come from the 2008 Transportation Bond the Council approved July 7, 2008. The 2008 Transportation Bond includes \$7 million for the Downtown Greenway that could be applied towards the local match. GDOT and Action Greensboro also anticipate that a portion of the local match funds would come from local foundations that have already committed funds to Action Greensboro for the Downtown Greenway. The local match requirement could also be slightly less if the US DOT were to award the project at a level below the amount requested.

RECOMMENDATION / ACTION REQUESTED: Consider adopting the resolution of endorsement for the Downtown Greenway's TIGER II application.

Agenda Item: 5H	

RESOLUTION ENDORSING THE DOWNTOWN GREENWAY TIGER II APPLICATION

A motion was made by Council Member	and seconded by Council Member of the following resolution, which upon being put to a vote was duly adopted
-	
WHEREAS, the TIGER II grant of Greenway's funding and construction time	pportunity provides an opportunity to significantly advance the Downtown line; and
WHEREAS, the Downtown Green Greensboro; and	away is a 4.2 mile bicycle and pedestrian pathway that encircles downtown
	away will connect and enhance the City's network of signed bike routes, and bike lanes that converge on downtown; and
WHEREAS, completing the Down travel downtown and to and from downtow	atown Greenway will enhance the safety of pedestrians and bicyclists who rn; and
downtown employment center, several Eco	way will directly connect three local historic districts, two colleges, the phomically Distressed Areas, the multi-modal transportation Depot, a mixed-us and the cultural and entertainment facilities downtown; and
WHEREAS, the Downtown Green efforts underway downtown and in the vici	way's connections are anticipated to enhance the economic redevelopment inity of downtown; and
· · · · · · · · · · · · · · · · · · ·	ro, the Greensboro Urban Area MPO, and Action Greensboro have solicited of the design process for the Downtown Greenway; and
•	Council also adopted the MPO's Bicycle, Pedestrian, & Greenway Master Plar lists the Downtown Greenway as a priority project, and
	oro City Council also created the Bicentennial Commission which promoted way project to pay homage to the City's bicentennial founding date; and
WHEREAS, based on the Downton project on February 26, 2008, and	wn Greenway's merits, the Greensboro City Council previously endorsed the
WHEREAS, the Greensboro City C 2008 Transportation Bond;	Council included the Downtown Greenway project under the voter approved
WHEREAS, given the significance Committee endorses the project's application	e of this bicycle and pedestrian facility, the MPO Transportation Advisory on for the US DOT's TIGER II grant; and
NOW, THEREFORE, BE IT RESO	OLVED that the Greensboro City Council endorses the Downtown
I,true and correct copy of excerpts from the Iof, 20	, Clerk of the City of Greensboro, do hereby certify that the foregoing is a Minutes of the meeting of the City Council duly held on the
WITNESS, my hand and the officia	al seal of said Municipality on this theday of

(SEAL)

CLERK CITY OF GREENSBORO NORTH CAROLINA



City of Greensboro City Council

Agenda Item

TITLE: Ordinance Amending the War Memorial Coliseum Capital Improvement Fund in the amount of \$1,227,775			
Department:	Coliseum	Meeting Date: July 20, 2010	
Contact 1:	Jerome Fletcher	Public Hearing: No	
Phone:	373.7465	Advertising Date / N/A Advertised By:	
Contact 2:		Council District: All	
Phone:		Authorized Signature: K. Husk	
Attachments:	Attachments: (A) Ordinance Amending the War Memorial Coliseum Capital Improvement Fund for VIP Reception Room Project		

PURPOSE:

This ordinance will appropriate funds in the amount of \$1,227,775 to build a VIP Reception Room at the Coliseum. A budget amendment needs to be approved by City Council to permit the expenditure of funds.

BACKGROUND:

The Coliseum's food and beverage services agreement with Ovations has provided contributions to date of \$1,125,000 for capital improvements to the Complex and the operation thereof and such uses as may enhance the generation of revenue at the Complex by assisting in attracting major events to the facility, specifically naming this VIP Reception Room Project.

At this time Coliseum management proposes to budget \$1,104,080 of the Ovations contribution as well as \$123,695 accumulated in interest earned on the Ovations and Centerplate contributions and other interest earnings in the Capital Improvement Fund, a total of \$1,227,775, to fund construction of the VIP Reception Room Project.

BUDGET IMPACT:

This will have no additional impact on the City's Budget.

RECOMMENDATION / ACTION REQUESTED:

It is recommended that the City Council adopt the attached budget ordinance establishing funding in the amount of \$1,227,775 to construct the VIP Reception Room per the Ovations food and beverage services agreement.

Agenda Item: <u>5.5</u>

ORDINANCE AMENDING THE WAR MEMORIAL COLISEUM CAPITAL IMPROVMENT FUND FOR THE VIP RECEPTION ROOM PROJECT

Section 1

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the War Memorial Coliseum Capital Improvement Fund Budget of the City of Greensboro is hereby amended as follows:

That the appropriations be increased as follows:

Account	Description	Amount
524-7510-02.6013	Buildings	\$1,227,775

and, that the following revenue finance these appropriations:

Account	<u>Description</u>	<u>Amount</u>
524-7510-02.8502 524-7510-02.8500 524-7510-02.8620	Interest Earned Interest Earned Donations & Private Contributions	\$31,706 \$91,989 \$1,104,080
Total	Donations & 1 Hvate Contributions	\$1, <u>704,000</u>

Section 2

And, that this ordinance should become effective upon adoption.

P-Number: P-04999



City of Greensboro City Council

Agenda Item

TITLE: Colis	TITLE: Coliseum VIP Building Construction Contract 2010-074					
Department:	Engineering & Inspections	Meeting Date: July 20, 2010				
Contact 1:	Jerome Fletcher (Coliseum)	Public Hearing: N/A				
Phone:	373.7465	Advertising Date: N/A				
Contact 2:	Butch Shumate (Facilities Const.)	Advertised By: N/A				
Phone:	412.5794	Authorized Signature:				
Attachments:	N/A					

PURPOSE:

City Council is being requested to approve execution of Contract 2010-074 for the construction of the Coliseum VIP Building with RP Murray. The construction will include the site preparation and construction of the new facility.

BACKGROUND:

The future VIP Building will be located adjacent to the Coliseum Arena and War Memorial Auditorium. This new facility is being built to meet the agreement between the City of Greensboro and the Atlantic Coast Conference (ACC) Commission. The new facility will be approximately 12,900 square feet in size.

The City of Greensboro received bids for the Coliseum VIP Building, Contract 2010-074 on June 29, 2010. RP Murray was the apparent low bidder with a bid base of \$1,182,000 before reducing to \$1,148,575 after value engineering, and including alternate #2 \$63,400 and alternate #3 \$15,800 for a project total of \$1,227,775.

We received seven (7) bids:	Base Bid	Alternate #1	Alternate #2	Alternate #3
RP Murray	\$1,182,000	\$21,000	\$63,400	\$15,800
Brooks General Contractors	\$1,210,595	\$28,000	\$63,442	\$16,500
D.H. Griffin	\$1,374,290	\$45,528	\$66,778	\$20,665
J.H. Allen	\$1,560,000	\$27,000	\$64,000	\$17,500
Laughlin-Sutton	\$1,470,000	\$40,000	\$72,000	\$20,000
Shelco, Inc.	\$1,217,000	\$14,500	\$72,000	\$17,000
S&S Building & Development	\$1,207,863	\$33,885	\$55,950	\$17,500

The project completion time is 126 days from the Notice to Proceed date. The completion date is estimated to be on or before February 1, 2011.

BUDGET IMPACT:

The Funds for this contract are available in Account Number: 524-7510-02.6013.

RECOMMENDATION / ACTION REQUESTED:

Engineering & Inspections requests that City Council approve the contract for the construction of the Coliseum VIP Building with RP Murray in the total bid amount of \$1,227,775.

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City of Greensboro City Council Agenda Item

	TITLE: Adoption of the updated Greensboro Urban Area MPO Memorandum of Understanding. Appoint an additional Council Member to the MPO's Transportation Advisory Committee						
Department:	Transportation	Meeting Date: July 7, 2010					
Contact 1:	Adam Fischer	Public Hearing: NA					
Phone:	373-2861	Advertising Date / NA Advertised By:					
Contact 2:	Drew Spiliotis	Council District: NA					
Phone:	373-2903	Authorized Signature:					
Attachments:	Attachment A: Updated MOU approved by Attachment B: Single paper approval resolu						

PURPOSE: The agenda item asks the Council to adopt the Greensboro Urban Area Metropolitan Planning Organization's updated Memorandum of Understanding. All Greensboro Urban Area MPO member governments must adopt the MOU for it to take effect. The updated MOU will require the City Council to appoint an additional member to serve on the MPO's policy board, the Transportation Advisory Committee. The Committee convenes monthly for 2 hours to receive transportation project updates and to vote on relevant regional transportation matters. The City's current alternate, Zack Matheny, could be made a regular member. This would require a new alternate be appointed. Alternatively, the City Council could keep Mr. Matheny as the alternate and appoint a new regular member.

BACKGROUND: The Greensboro Urban Area MPO is a federally designated regional transportation planning organization responsible for planning short and long term transportation improvements in the greater Greensboro area. The MPO is governed by the Transportation Advisory Committee whose members include elected officials from Guilford County, the City of Greensboro, and the NCDOT Board of Transportation. The MPO recently updated the MOU to add two new members, an additional City of Greensboro member and one member that represents the towns of Summerfield, Stokesdale, Pleasant Garden, and Oak Ridge. The updated MOU also update's the MPO's responsibilities since they have evolved over time.

BUDGET IMPACT: NA

RECOMMENDATION / ACTION REQUESTED: The requested outcome is for the City Council to approve the Memorandum of Understanding and to appoint an additional City Council member to serve on the Transportation Advisory Committee.

Agenda Item	
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April 22, 2010

GREENSBORO URBAN AREA METROPOLITAN PLANNING ORGANIZATION

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNOR OF THE STATE OF NORTH CAROLINA, THE CITY OF GREENSBORO, THE COUNTY OF GUILFORD, THE TOWN OF OAK RIDGE, THE TOWN OF PLEASANT GARDEN, THE TOWN OF STOKESDALE, THE TOWN OF SUMMERFIELD, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as the City, the County, the Towns, and the State)

IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESS THAT

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina require that:

Each MPO, with cooperation of the Department of Transportation, shall develop a comprehensive transportation plan in accordance with 23 U.S.C. § 134. In addition, an MPO may include projects in its transportation plan that are not included in a financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. § 134. For municipalities located within an MPO, the development of a comprehensive transportation plan will take place through the metropolitan planning organization. For purposes of transportation planning and programming, the MPO shall represent the municipality's interests to the Department of Transportation.

and, WHEREAS, Chapter 136, Article 3A, Section 136-66.2(b) provides that:

After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities.

and, WHEREAS, Chapter 136, Article 3A, Section 136.66.2(d) provides that:

(d) For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO.

and, WHEREAS, Chapter 136, Article 3A, Section 136.66.2(g) provides that:

(g) The street and highway elements of the plans developed pursuant to G.S. 136-66.2 shall serve as the plan referenced in G.S. 136-66.10(a). (1959, c. 687, s. 2; 1969, c. 794, s. 3; 1973, c. 507, s. 5; 1977, c. 464, s. 7.1; 2001-168, s. 1.)

and, WHEREAS, Section 134(a) of Title 23 United States Code states:

It is in the national interest to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight and foster economic growth and development within and between States and urbanized areas, while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and

April 22, 2010

It is in the national interest to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators as guided by the planning factors identified in subsection (h) and section 135(d).

and, WHEREAS, a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

- 1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,
- 2. Guide private individuals and groups in planning their decisions which can be important factors in the pattern of future development and redevelopment of the area;

and, WHEREAS, it is the desire of these agencies that a continuing, cooperative, and comprehensive transportation planning process as set forth in this Memorandum of Understanding comply with Title 23 U.S.C. and 49 U.S.C. 5303.

NOW THEREFORE, the following Memorandum of Understanding is made:

Section 1. Continuing, Cooperative, Comprehensive Planning

It is hereby agreed that the City, the County, the Towns, and the State, in cooperation with the United States Department of Transportation, will participate in a continuing, cooperative and comprehensive transportation planning process with responsibilities and undertakings as related in the following paragraphs:

- 1. The **Greensboro Urban Area Transportation Planning Area** (as defined by the Metropolitan Area Boundary) will be the Greensboro Urbanized Area, as defined by the Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urban within a twenty year planning period.
- 2. The Greensboro Urban Area Metropolitan Planning Organization, hereby referred to as the MPO, shall include the City, the County and the Towns as well as the State; a Transportation Advisory Committee hereinafter defined, a Technical Coordinating Committee hereinafter defined, and the various agencies and units of local and State government participating in the transportation planning for the area.
- 3. The **Urbanized Area Boundary** and the **Metropolitan Area Boundary** shall be periodically reviewed and revised in light of new developments and basic data projections.
- 4. The continuing transportation planning process will be a cooperative one reflective of and responsive to the programs of the North Carolina Department of Transportation, and to the comprehensive plans for growth and development of the City, the County, the Towns, and other incorporated municipalities within the Metropolitan Area, with attention being given to cooperative planning with contiguous Metropolitan Planning Organizations and Rural Planning Organizations.
- 5. The continuing transportation planning process will be in accordance with the intent, procedures and programs of **Title VI** of the Civil Rights Act of 1964, as amended.
- 6. **Transportation policy decisions** within the planning area are the shared responsibility of the North Carolina Board of Transportation, the governing bodies of the participating local governments, and the Transportation Advisory Committee.

- 7. Transportation plans and programs and land use policies and programs for the planning area having **regional impacts** will be coordinated with the Piedmont Authority for Regional Transportation, contiguous MPOs, the Piedmont Triad Council of Governments and the Piedmont Triad Rural Planning Organization.
- 8. A Transportation Advisory Committee is hereby established with the responsibility for cooperative transportation planning and decision making for the MPO. The Transportation Advisory Committee shall have the responsibility for MPO policy decisions keeping the policy boards of the participating local governments informed of the status and requirements of the transportation planning process; for assisting in the dissemination and clarification of the decisions and policies of the policy boards; and for providing opportunities for citizen participation in the transportation planning process.

The **Transportation Advisory Committee** will be responsible for carrying out the provisions of 23 U.S.C.; and 49 U.S.C.; including:

- a. Establishment of goals and objectives for the transportation planning process.
- b. Review and approval of a **Prospectus** for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process.
- c. Review and approval of changes to the **Urbanized Area Boundary** and the **Metropolitan Area Boundary** as well as review and recommendation for changes to the **National Highway System**.
- d. Review and approval of the transportation Unified Planning Work Program.
- e. Review and approval of the area Thoroughfare Plan, Revisions to the Thoroughfare Plan must be jointly approved by the MPO and affected local governing board(s).
- f. Review and approval of the adopted Comprehensive Transportation Plan. As required by General Statutes Section 136-66.2(d) revisions in the Comprehensive Transportation Plan must be jointly approved by the MPO and the North Carolina Department of Transportation.
- Review and approval of the Long Range Transportation Plan.
- h. Review and approval of transportation-air quality conformity actions.
- i. Review and approval of the Congestion Management Process.
- j. Review, approval, and establishment of area transportation priorities.
- k. Review and approval of the Metropolitan Transportation Improvement Program for multimodal capital and operating expenditures and ensuring coordination between local and State capital improvement and operating programs.
- Taking action to direct such federal or state funding as may be made available through suballocation, state
 or federal policy or other sources.
- m. Development and approval of committee **by-laws** for the purpose of establishing operating policies and procedures including establishment of a quorum.
- n. Any other duties identified as necessary to further facilitate the transportation planning process.

9. TAC Membership and Voting

The MPO represents the entire population in the planning area regardless of jurisdictional boundaries. A municipality does not have to be on the TAC policy board to be represented. However, a municipality must have a population of at least 3,500 to have a direct voting member on the TAC board.

Voting representatives of the City, the County, and the Towns shall be elected officials determined by that process each local government policy board establishes for the purpose of appointing the local representative(s). TAC voting membership provisions including the number of voting representatives for the City, the County, the Towns, and the State and associated vote weighting provisions shall be established in the TAC bylaws.

TAC representation will be structured in the bylaws so as to generally reflect the distribution of MPO population between the City, the unincorporated portions of the County, and the Towns. This may be

accomplished through either the number of representatives per jurisdiction or the use of vote weighting. Weighted voting shall be roughly based on each municipality's most current population estimates, either from the US Census or the NC State Demographers Office.

If new members are added to the MPO planning boundaries, either through the expansion of the planning boundary following a decennial census' *Boundaries, Structures, and Governance Report*, or through a new municipality incorporating within the planning boundaries, the member(s) may serve on the TAC in an exofficio capacity until the TAC bylaws are modified, given they meet the population requirement of 3,500.

The Transportation Advisory Committee shall **meet** as deemed appropriate and shall elect **officer(s)** including a Chair with the responsibility for coordination of the committee's activities. A member of the staff of the Lead Planning Agency may serve as **secretary to the Committee**.

A quorum of the Transportation Advisory Committee shall consist of at the minimum at least half of the total voting members. A majority vote of the quorum present shall be sufficient for approval of matters coming before the committee. The Committee Chair shall cast the deciding vote in cases where a vote of the committee results in a tie.

Voting provisions, advisory membership, requirements for establishing a quorum, and other operating procedures may be modified or established through the development or revision of committee **by-laws**. Bylaws may be established or revised by a two-thirds majority of the membership. Committee membership and voting provisions may be changed only through a modification of the bylaws or a revision to this Memorandum of Understanding.

10. A Technical Coordinating Committee (TCC) shall be established with the responsibility of general review, guidance and coordination of the transportation planning process for the planning area and with the responsibility for making recommendations to the Transportation Advisory Committee (TAC) and to other entities designated by the TAC regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review and recommendations of the Prospectus, Planning Work Program, Metropolitan Transportation Improvement Program, Metropolitan Area Boundary, Urbanized Area Boundary, National Highway System, for revisions to the Comprehensive Transportation Plan, the Long Range Transportation Plan, the Congestion Management Process, for planning citizen participation and for documenting reports, plans and programs of the MPO.

Membership of Technical Coordinating Committee shall include technical representatives from local and State governmental agencies directly related to and concerned with the transportation planning process in the planning area including the transit operator and the airport authority. In addition to the voting membership, the Federal Highway Administration shall have two non-voting representatives. TCC membership shall be modified through TCC bylaws. TCC bylaws shall be established or modified by a two-thirds vote of the TCC membership subject to TAC approval or by a vote of the TAC.

11. The governing boards of the City, the County, the Towns and the North Carolina Board of Transportation shall serve as the primary means for **citizen input** to the continuing transportation planning process. The Transportation Advisory Committee shall also provide opportunities for citizen participation in the transportation planning process.

Greensboro Urban Area Metropolitan Planning Organization Memorandum of Understanding

April 22, 2010

Section 2. Signatory Responsibilities

It is further agreed that the subscribing agencies will have the following responsibilities, these responsibilities being those most logically assumed by each agency:

The City and the County

The City and the County will assist in the transportation planning process by providing assistance, data and inventories in accordance with the Prospectus. The City and the County shall coordinate zoning and subdivision approval within their respective jurisdictions in accordance with the adopted Transportation Plan. Additionally, the City of Greensboro will serve as the **Lead Planning Agency** for the MPO.

The Towns

The Towns will assist in the transportation planning process by providing assistance, data and inventories in accordance with the Prospectus. The Towns shall coordinate zoning and subdivision approval within their respective jurisdictions in accordance with the adopted Transportation Plan.

North Carolina Department of Transportation

The Department will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Prospectus. The Department, to the fullest extent possible, and as permitted by existing State and Federal regulations, will provide assistance in the protection of necessary rights-of-way for those transportation corridors designated in MPO the Transportation Plans.

Section III: Termination

Parties to this Memorandum of Understanding may terminate their participation in the MPO by giving thirty (30) days written notice to the other parties prior to the date of termination. If any party should terminate participation, this memorandum of understanding shall remain in force and the MPO shall continue to operate as long as 75% or more of the population within the Metropolitan Area Boundary is represented by the remaining members.

Section IV: Adoption

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, The City of Greensboro by its Mayor, Guilford County by its Chairman of the Board of Commissioners, and by the Secretary of Transportation on behalf of the Governor of the State of North Carolina and the North Carolina Department of Transportation, this the 22nd day of April, 2010.

Greensboro Urban Area Metr Memorandum of Understandin April 22, 2010	opolitan Planning Organization ng	· · · · · · · · · · · · · · · · · · ·
(Seal)	CITY OF GREENSBORO	
	By	
Clerk	Mayor	
Date of Approval by Greensboro	City Council	

Greensboro Urban Area Metro Memorandum of Understandin April 22, 2010	
(Seal)	GUILFORD COUNTY
	By Chairman of the Board of Commissioners
Clerk	Chairman of the Board of Commissioners
Date of Approval by Board of Co	unty Commissioners

Memorandum of Understandin April 22, 2010	opolitan Planning Organization ng	
(Seal)	TOWN OF OAK RIDGE	
	Ву	
Clerk	Mayor	
Date of Approval by Oak Ridge	Town Council	

(Seal) TOWN OF PLEASANT GARDEN By Clerk Mayor Date of Approval by Pleasant Garden Town Council	Greensboro Urban Area Metrop Memorandum of Understanding April 22, 2010		
ByClerkMayor			
Clerk Mayor	(Seal)	TOWN OF PLEASANT GARDEN	
Clerk Mayor			
Clerk Mayor		By	
Date of Approval by Pleasant Garden Town Council	Clerk	Mayor	
Date of Approval by Pleasant Garden Town Council			
Date of Address of a reason Cataon Toyli Council	Date of Approval by Pleasant Gard	len Town Council	

Greensboro Urban Area Metropo Memorandum of Understanding April 22, 2010	ditan Planning Organization
(Seal)	TOWN OF STOKESDALE
Clerk	By
Date of Approval by Stokesdale To	wn Council

Memorandum of Understandin	-	
(Seal)	TOWN OF SUMMERFIELD	
	By	
Clerk	Mayor	
Date of Approval by Summerfiel	ld Town Council	

Greensboro Urban Memorandum of Un April 22, 2010	Area Metropolitan Planning Organization nderstanding
	THE SECTION OF THE SE
(Seal)	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
	Ву
Clerk	Secretary

Date of Approval by the Secretary of the North Carolina Department of Transportation

Greensboro Urban Area Metr Memorandum of Understandi April 22, 2010	opolitan Planning Organization ng
(Seal)	CITY OF GREENSBORO
Clerk	By Mayor
Date of Approval by Greensboro	City Council

DISURSEMENTS MADE BY THE CITY TREASURER

11-Jun-10

The following report covering voucher numbers 240590 through 241660 in the amount of \$14,484,388.67 is submitted for your information

Vouchers issued against budget authorization for service & construction projects/contracts

APAC Atlantic Inc resurfacing of City streets project	\$ 360,032.70
Brooks General Contractors - Fire Station # 61 project	87,511.15
Fuller Contracting Co Gateway Gardens project	241,913.20
Hazen & Sawyer - professional services for Osborne Plant Lab expansion/	
renovation project	14,784.00
Hazen & Sawyer - professional services for Mitchell & Lake Brandt Plants	
cloramine conversion project	13,108.53
Yates Construction Co Berwick Street storm sewer project	67,869.40
Camp, Dresser & McKee - water reclamation facilities nutrient removal	126,775.30
Shermin Ata, Architect PLLC - design services for Barber Park project	36,120.00
Heather Menninger dba AMMA Transit Planning - operational analysis	
for ADA complementary paratransit services	22,728.88
Arcadis G&M of NC - professional services for sewer master plan	62,487.96
Camp, Dresser & McKee - engineering services for water & sewer rehab	
bidding assistance	19,370.00
HDR International - professional services for hiring of Police Chief	11,667.00
Kimley-Horn & Assoc professional services for High Point Road project	41,608.85
STV/Ralph Whitehead Assoc design services for N. Church Street	
improvement project	26,306.20
Triangle Grading & Paving - Randleman Dam feeder main project	112,891.29
WC Construction Co Southside Oval Park project	24,147.54
Ralph Whitehead Assoc Ballinger Road Bridge replacement project	22,007.74
Yates Construction Co Battleground Rail Trail grade separation at	
Cone Boulevard project	31,949.20
Yates Construction Co 2008 annexation water & sewer projects	106,042.36
Brannon Technology - professional services for database applications	
development/training for Water Resources	10,010.00
ColeJenest & Stone PA - professional services for GTCC Northwest	
Campus water, sewer & pump station project	15,564.29
Finkbeiner, Pettis & Strout - value engineering design/construction services	
for Lake Townsend Plant project	22,324.98
J&W of NC - Regional Road tank rehab project	69,050.00
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Laughlin-Sutton Construction - flow gates & pulse air system for Osborne	
Plant	\$ 45,829.76
Progressive Contracting Co lab expansion project at Osborne Plant	268,163.25
Triangle Grading & Paving - Lake Jeanette roadway & sidewalk	
improvements project	25,426.01
Ecological Consultants - aquatic vegetation surveys at Lake Higgins,	
Townsend & Brandt	12,075.00
US Geological Survey Joint Funding Agreement - expenses for operation/	
maintenance of the hydrologic data collection network	35,300.00
Hilco Transport - solid waste transportation services from 5/3-22/10	189,709.59
Camp, Dresser & McKee - water reclamation facilities nutrient removal	55,389.00
Dane Construction - Hornaday Road sidewalk & bridge construction project	170,467.99
KRG Utility Inc sanitary sewer rehab project	153,383.62
Love Grading & Tree Service - Lake Townsend lime silo demolition project	16,000.00
S&S Building & Development - McGirt Horton Library project	284,065.20
Yates Construction Co Jolson Street roadway, water & sewer improvements	30,384.59
Yates Construction Co Battleground Rail Trail project	39,793.10
Brown & Caldwell - professional services for WTP SCADA support for	
Water Resources	17,390.25
Hodgin Construction Co Fire Station # 57 project	163,915.83
Invasive Plant Control Inc invasive plant control services	12,247.50
Moser Mayer Phoenix Assoc GTA operations transit facility project	21,301.49
S&ME Inc inspection services for Regional Road water tank rehab project	10,685.50
Schnabel Engineering South PC - feasibility study for Lake Townsend dam	
remediation project	107,658.71
Triangle Grading & Paving - S. Elm Eugene Street roadway, median,	
intersection & sidewalk improvements project	56,292.77
Vouchers issued against budget authorization for equipment & supplies of	contracts
FCR Inc expenses for recycling program for 4/10	15,253.59
Dean's Office Machines - lease of copiers	15,110.52
Mobility IT - software license renewal/maintenance agreement	22,631.25
Systems Contractors - replace compressor at Historical Museum	16,489.00
Webb's Oil Corp unleaded fuel	33,809.77
Honda Aircraft Co economic development grant reimbursement agreement	120,000.00
Millican Construction Co lead rehab for 301 Huffman Street	14,716.80
Ontario Investments - lease of computer equipment for 6/10	26,570.55
Murray Enterprises Inc installation of traffic loop detectors	22,356.16
Webb's Oil Corp diesel fuel	15,000.58
Hire Quest LLC - temporary services	18,468.00
Baker & Taylor Co books for Library	26,116.38
Martin Marietta Aggregates - stone for City projects	11,225.99
OO On the second territory	: , ,

Target - employee gift cards - (Employee Benefits Committee)	\$ 59,550.00
Webb's Oil Corp diesel fuel	14,975.34
Banc of America Securities - remarketing agent fees	14,496.27
Dean's Office Machines - lease of copiers	22,235.17
Wachovia Bank - accrual fees for COP's	20,025.90
Cellebrite USA - equipment for Police Forensic Computer Lab	10,998.99
Clinard Oil Co unleaded fuel	34,383.64
Sherwin Williams Paint Co traffic paint for Transportation Dept.	17,440.95
Webb's Oil Corp diesel fuel	31,284.85
Lankford Protective Services - security services	86,798.63
Marcellus Janitorial Service - janitorial services	23,331.00
Webb's Oil Corp diesel fuel	15,683.49
Delta Chemical Corp chemicals for Water Resources	13,163.36
Kamran & Co concession equipment for Coliseum	11,666.12
Mainline Supply Co valves for Water Resources	10,811.12
Motorola - portable radios & equipment for Fire Dept.	15,090.98
ST Wooten Corp chemicals for Water Resources	18,264.91
NC Water Quality Assoc annual dues	15,250.00
Industrial Power - bearing & valves for Water Resources	10,039.49
J&E Uniforms - uniforms for various City personnel	17,677.90
Polydyne - chemicals for Osborne Plant	41,130.00
IG Development - NCHFA SF rehab for 2309 River Run Road	16,600.00
Republic Services - solid waste disposal services from 5/1-15/10	230,614.47
Brenntag Southeast - chemicals for Water Resources	16,800.59
Clinard Oil Co diesel fuel	30,727.58
Raleigh Winwater Works Co manhole covers & rings	11,572.84
Solarwinds Net - computer hardware & software maintenance agreement	11,977.00
Brenntag Southeast - chemicals for Water Resources	50,309.69
General Chemical Performance Products - chemicals for Water Resources	14,824.10
J&E Uniforms - uniforms for Water Resources	38,233.03
Shannon Chemical Corp chemicals for Water Resources	27,170.00
Sherwin-Williams Paint Co glass bead spheres for Field Operations	16,593.50
Ecoflo - expenses for household hazardous waste program for 4/10	100,295.95
Moses Cone Memorial Hospital - medical expense for "in custody suspects"	22,489.79
Wilson Dale Tonkins - horticultural job training for CDBG-R program	10,598.90
Baker & Taylor Co books for Library	14,760.00
Webb's Oil Corp unleaded & diesel fuel	48,401.64
David Calloway Builders Inc NCHFA SF rehab for 1901 Lennie Drive	21,687.50
Millican Construction Co NCHFA SF rehab for 4200 Fairside Drive	20,023.50
Millican Construction Co - NCHFA SF rehab for 6309 Jennie Drive	25,094.50
Delta Chemical Corp chemicals for Water Resources	12,988.16
Gate City Lincoln Mercury - parts for Fleet Maintenance	10,129.54
Ligon Electric Co repair of pump drive at Lake Daniel	10,387.10
Vecellio & Grogan - asphalt for City projects	56,713.32
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Vouchers issued against budget authorization for payroll & fringe benefits

Wachovia - gross Coliseum payroll expense for period ended 5/23/10 Wachovia - gross payroll expense for period ended 5/31/10 Internal Revenue Service - FICA expense for period ended 5/31/10	\$	21,440.96 6,038,862.38 289,189.33
NC Local Governmental Employees Retirement System - pension expense for payroll ended 5/31/10 United Health Care - medical insurance premium for period ended 5/31/10 City of Greensboro - dental insurance premium for period ended 5/31/10 Wachovia - gross payroll expense for period ended 5/31/10 - longevity Wachovia - gross Coliseum payroll expense for period ended 6/6/10		275,855.56 704,178.50 61,345.50 81,349.00 21,349.77
Vouchers issued against budget authorization for approved resolutions & real estate purchases	Š.	
Clerk of Superior Court - condemnation of portion of property owned by Kotis Properties for Four Farms Road outfall project Clerk of Superior Court - condemnation of portion of property owned by		14,950.00
Kotis Properties for Four Farms Road outfall project		22,800.00
Vouchers issued against budget authorization not under contract and/or encumbered		
AT&T - phone service		24,959.43
Duke Energy - utilities - street lighting bill		223,266.31
Duke Energy - utilities AT&T - phone service		79,065.07
Duke Energy - utilities		32,185.30 17,724.69
Central Telephone Co maintenance on Metro 911 equipment		10,679.95
Duke Energy - utilities		54,104.91
City of Greensboro - water & sewer utilities		221,363.62
City of Greensboro - water & sewer utilities		18,886.65
Duke Energy - utilities		16,556.67
City of Greensboro - water & sewer utilities		37,866.84
City of Reidsville - purchase of water		40,369.75
Duke Energy - utilities		78,074.32
City of Greensboro - utilities		19,894.15
Page Totals Vouchers less than \$10,000.00	\$	13,349,107.79
Total Issued		1,135,280.88 14,484,388.67
		,,

DISBURSEMENTS MADE BY THE CITY TREASURER

30-Jun-10

The following report covering voucher numbers 241661 through 242876 in the amount of \$25,970,718.84 is submitted for your information

Vouchers issued against budget authorization for service & construction projects/contracts

Clear View Strategies LLC - professional promotional services for GTA		
for 5/10	\$	30,517.84
D&D Grading - hauling & grinding services for Landfill		66,007.00
Hilco Transport Inc solid waste transportation services from 5/24-28/10		62,126.12
Lawson Software - consulting services for 9.01 upgrade		16,024.15
Republic Services Inc solid waste disposal services from 5/16-31/10		238,990.21
Brooks General Contractors - Fire Station # 61 project		93,853.49
Crowder Construction Co Lake Townsend Dam replacement project		381,291.33
Hazen & Sawyer - professional services for Mitchell & Lake Brandt Plants		
chloramine conversion project		17,830.50
Heitkamp Inc water line rehab project for Sunset Hills, Market/Friendly area		168,708.53
Moser Mayer Phoenix Assoc Coliseum VIP Room project	`	42,958.00
Ramsey Inc 2008 annexation water & sewer project		161,558.65
S&S Building & Development - McGirt-Horton Library project		296,500.70
TFF Architects & Planners - design services for Coliseum Aquatic Center		18,584.50
Thomas Stanley Grading & Hauling Inc 2008 annexation water & sewer		
project		93,011.60
HDR Engineering - Lake Townsend fluoride/orthophosphate system		
improvement project		21,600.00
Shelco Inc Coliseum Aquatic Center project		322,748.25
Triangle Grading & Paving Inc South Elm/Eugene Street roadway, median,		
intersection & sidewalk improvement project		13,779.94
ECS Carolinas LLP - S. Elm Street Brownfield Site project		61,738.50
Crowder Construction Co Osborne Plant fluidized bed incinerator project		543,719.20
JM Thompson Co GTA facility of offices project		426,699.52
Triangle Grading & Paving Inc Lake Jeanette roadway/sidewalk project		46,207.76
Triangle Grading & Paving Inc South Elm Street soil remediation project		203,752.51
Fuller Contracting Co Gateway Gardens project		327,397.32
HDR Engineering - Landfill collection system expansion project		393,411.48
Veolia Transportation - transportation services for 5/10		1,145,026.34
Crowder Construction Co Lake Townsend Dam replacement project		548,818.35
Hazen & Sawyer - design services for Randleman Dam feeder main project		15,960.90
KRG Utility - sanitary sewer rehab project		57,581.08
Hazen & Sawyer - professional services for Osborne Plant lab project		14,784.00

Vouchers issued against budget authorization for equipment & supplies contracts

Cuilford County, owners of ar animal control energtions	127,624.00
Guilford County - expenses for animal control operations	25,021.08
Infoscore Inc annual support agreements for Collections Dept.	19,413.64
Ligon Electric Co electrical supplies for Building Maintenance Dept.	82,989.00
Otis Elevator Co repairs at Church Street Parking Deck	•
Webb's Oil Corp unleaded & diesel fuel	47,147.14 30,659.71
City of Burlington - HOME program expense for 2109 Young Street	×
Welfare Reform Liaison Project - WIA training expense	41,030.00
Clinard Oil Co diesel fuel	32,079.16
Piedmont Direct Mail - mailing of newsletter for Water Resources	13,981.86
Snider Tire - purchase of tires	14,163.09
Tec Utilities Supply - pipe & pipe supplies for Water Resources	32,785.26
Vic Bailey Ford - purchase of 8 vehicles	176,600.00
Webb's Oil Corp unleaded & diesel fuel	33,225.70
Guilford County Emergency Services - EMS services	14,471.25
Suntrust Merchant Services - bank card fees for 3/10	11,807.52
FCI Smartag - labels for Library	13,201.97
Toter - refuse containers	69,585.59
Greensboro Community TV - supplemental PEG support & operation/support	45 074 04
funding through 3/31/10	45,271.34
Guilford County Schools - supplemental PEG support & operation/support	40 700 E0
funding through 3/31/10	12,792.59
NC Department of Justice - user service fees for DCI equipment	38,892.00
FCR Inc expenses for recycling program for 5/10	25,374.69
Clifton Parker Construction - lead rehab for 1426 S. English Street	11,410.00
Heyward Services - purchase of ferric sulfate tank for Water Resources	10,593.98
Martin Marietta Aggregates - stone for City projects	10,563.46
Motorola - portable radio equipment	14,606.76
Webb's Oil Corp diesel fuel	47,060.76
Banc of America Securities - remarketing agent fees for 3-5/10	17,062.10
Brooks, Pierce, McLendon, Humphrey & Leonard - legal services for MCI	00 000 00
litigation	28,088.83
City of Greensboro - expenses for GYC Carnival	31,294.00
General Chemical Performance Products - chemicals for Water Resources	32,568.42
David Calloway Builders Inc NCHFA SF rehab for 1901 Lennie Drive	17,805.50
Enpulse Energy Conservation - energy saving retrofit program services	10,013.50
Guilford County - expense for automated fingerprinting ID system from 1-3/10	28,228.14
Guilford County - expense for fingerprinting & mug shot services from 1-6/10	70,412.00
Guilford County - police coverage for Bellemeade Mental Health Center	
from 10/29/09 - 6/2/10	14,978.25

Habitat for Humanity - Arbor Court acquisition agreement for 400 Bingham St. Hart & Hickman PC - Bragg Street ROW phase 1&2 greenway Housing Greensboro - ARRA major home repair service IT Training & Solutions - expenses for WIA program Millican Construction Co NCHFA SF rehab for 6309 Jennie Drive Nall Construction Co NCHFA SF rehab for 1606 Brill Road	\$	72,688.25 41,361.34 13,272.24 13,031.28 13,858.50 46,728.00
Trigon/Kleinfelder Inc Bingham Park Site Brownfield project Attayek Services - landscaping services Dawson Assoc portable thermal imaging camera & video system for		36,321.73 35,505.92
Police Dept.		19,917.59
Fire Co thermal imaging cameras for Fire Dept.		36,900.00
Ovations Food Service - concession equipment for Coliseum		22,349.54
Raleigh Winwater Works Co manhole covers & rings		10,742.19
Greensboro Housing Coalition - homelessness prevention for 5/10		21,055.41
Hire Quest - temporary services		12,079.80
IG Development - NCHFA SF rehab for 2309 River Run Road		15,729.00
JM Fitzgerald Builders - NCHFA SF rehab for 6806 lvy Lane		16,330.00
Redwood Street Limited Partnership - operating expenses for Coley		
Jenkins Apartments		16,000.00
RLF Communications - professional services for Google promotion		15,134.17
Sequoia Investments - lease of space at Pinehurst Building for WIA program		11,043.68
Capital Ford of Wilmington - purchase of vehicle		19,210.00
Clinard Oil Co unleaded & diesel fuel		52,074.47
General Chemical Performance Products - chemicals for Water Resources		10,606.24
McBride Lawn Service - lawn care services		11,835.00
Triad Freightliner - purchase of dump truck to replace equipment # 583	•	113,205.00
Webb's Oil Corp unleaded fuel		18,575.84
CCA Financial - lease of computer equipment	•	169,513.38
Clinard Oil Co diesel fuel		32,818.50
Arista Information Systems - billing services for Water Resources		44,427.84
Central Telephone Co maintenance of Metro 911 equipment		10,679.95
Thompson-Arthur Paving Co asphalt for City projects		17,820.13
Turf Services - mulch application & grounds maintenance for various City		
buildings		15,910.00
IG Development - SF rehab for 2309 River Run Road		11,576.00
Millican Construction Co SF rehab for 4200 Fairside Road		15,075.50
Delta Chemical Corp chemicals for Water Resources		13,207.16
General Chemical Performance Products - chemicals for Water Resources		26,316.28
MHC Software - computer software for Finance Dept.		11,061.00
Polydyne Inc chemicals for Water Resources		39,888.00
Snider Tire - purchase/repair of tires		10,833.66
Clinard Oil Co unleaded & diesel fuel		68,607.44
Covington Diesel - parts to overhaul engines		37,598.18
Dana Safety Supply - night vision optics equipment for Police Dept.		29,415.84

Dean's Office Machines - lease of copiers Delta Chemical Corp chemicals for Water Resources Vecellio & Grogan - asphalt for City projects Webb's Oil Corp diesel fuel Clinard Oil Co diesel fuel Martin Marietta Aggregates - stone for City projects That CAD Girl - computer software & maintenance agreement	\$	32,358.22 13,202.68 58,972.20 15,837.99 17,043.25 32,396.29 15,462.13
Vouchers issued against budget authorization for payroll & fringe benefit	.s	
Standard Insurance Co life insurance premiums Wachovia - gross Coliseum payroll expense for period ended 6/13/10 Wachovia - gross payroll expense for period ended 6/15/10 Internal Revenue Service - FICA expense for period ended 6/15/10 NC Local Governmental Employees Retirement System - pension expense for payroll ended 6/15/10 United Health Care - medical insurance premium for period ended 6/15/10 City of Greensboro - dental insurance premium for period ended 6/15/10 Wachovia - gross payroll expense for period ended 6/30/10 Internal Revenue Service - FICA expense for period ended 6/30/10 NC Local Governmental Employees Retirement System - pension expense for payroll ended 6/30/10 United Health Care - medical insurance premium for period ended 6/30/10 City of Greensbore - dental insurance premium for period ended 6/30/10		78,550.91 16,939.00 5,956,425.60 288,427.28 271,871.92 705,428.00 61,560.00 6,198,871.69 298,647.67 281,363.73 704,391.50 61,434.00
City of Greensboro - dental insurance premium for period ended 6/30/10 Vouchers issued against budget authorization not under contract and/or encumbered		01,434.00
Duke Energy - utilities Guilford County Board of Education - utilities for Grimsley Swimming Pool Duke Energy - utilities Nextel Communications - phone services City of Burlington - purchase of water Duke Energy - utilities AT&T - phone service Duke Energy - utilities AT&T - phone service Duke Energy - utilities		235,139.86 41,648.70 101,945.57 66,430.93 141,049.80 20,975.09 13,726.00 12,065.96 10,096.90 61,768.62
Page Totals Vouchers less than \$10,000.00 Total Issued	\$ -	24,354,927.60 1,615,791.24 25,970,718.84